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# The Solicitors' Journal

[REGISTERED AS A NEWSPAPER.]

VOL. LXXV. No. 16 [PAGES 251 TO 266]. Saturday, April 18, 1931. PRICE 1s.

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# The Solicitors' Journal

(ESTABLISHED 1857.)

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## Current Topics.

### A Great Law Reporter.

IN SIR HENRY TAYLOR'S "Philip Van Artevelde" occurs the famous line about the world knowing nothing of its greatest men. The literal accuracy of this wide statement may be disputable, but we believe it to be true that the profession of the law often knows little, if indeed, anything, of its most learned members, particularly of those who spend their days in the comparatively subordinate position of law reporters. Probably there were few outside the circle of his immediate friends who were aware of the legal erudition of Mr. J. F. CLERK, whose death has just been announced at an advanced age. For many years he was on the staff of the *Law Reports*, and no one who came in contact with him in connexion with his work could fail to be impressed by his acute mind and the width of his knowledge. In the preparation of his reports he took an infinity of trouble to ensure their accuracy, the arguments which he put into the mouth of counsel being models of concision and clarity of statement. By his colleagues on the *Reports* Mr. CLERK was greatly esteemed, and their regret was keen when, a few years ago, he felt compelled for reasons of health to retire from the post he had occupied so long and with so much distinction. Outside his work as a reporter, Mr. CLERK was the senior author of the treatise on "Torts," which bears his name, in conjunction with that of Mr. LINDSELL. Owing to the early death of the latter, the burden of its preparation fell chiefly upon Mr. CLERK, and well did he acquit himself of his task in setting out in orderly sequence the principles of the law of torts, the work taking its place immediately as a standard authority. Always a fearless critic, Mr. CLERK never shrank from questioning the correctness of the decisions of judges, however eminent. One of the cases which interested him in an especial degree was *South Staffordshire Water Company* v. *Sharman* [1896] 2 Q.B. 44, involving the question of the right to possession of two gold rings found by the defendant, a workman, whilst engaged in cleaning out a pond on the plaintiff's land. Mr. CLERK maintained that, at all events, so far as the *ratio decidendi* was concerned, the case could not be supported, and he expressed his views in a learned and acute paper printed as an appendix to the first edition of "Clerk and Lindsell," a copy of which he sent to Mr. Justice R. S. WRIGHT, who wrote to Mr. CLERK that the reasoning appeared to him to be unanswerable.

### Expressed to be made in Contemplation of Marriage.

AS ALL lawyers know, the old rule embodied in s. 18 of the Wills Act, 1837, that a will (with an exception in favour of those made in exercise of certain powers of appointment) is revoked by the subsequent marriage of the testator, was modified by a provision of the Law of Property Act, 1925 (s. 177), that a will "expressed to be made in contemplation of a marriage" should not be revoked by the solemnisation of the marriage contemplated. A curious decision seems to have been arrived at by the President of the Probate Division in the case of *Pilot* v. *Gainfort and others*, on the 26th March. According to the report in *The Times*, it appears that the testator had been previously married, but his wife had deserted him and he had not since heard of her and, being advised as to the seven years' legal presumption of death, decided that at the end of that period he would marry the lady who was the plaintiff in the action. In February, 1927, he executed a holograph will, by which the plaintiff described as "Diana Featherston Pilot my wife" was made sole beneficiary. Some eighteen months later he married the plaintiff. THE PRESIDENT, after holding on the evidence that the testator's marriage with the plaintiff was valid, pronounced for the will, as validated by s. 177 of the Law of Property Act, 1925, notwithstanding the subsequent marriage. It was, perhaps, unfortunate that the case was not contested, but as it stands, it appears to be a clear decision that, if a future marriage is in fact contemplated (as in this case was proved by verbal evidence), the description in the will of the intended future spouse as "my wife" or "my husband" is a sufficient "expression" within the section that the will was made in contemplation of marriage. It may, however, be noted that the section is not abundantly clear that the expression of intention must appear in the will itself, though a conveyancing lawyer familiar with the old form of recital of a deed "expressed to be made between" such and such parties would, naturally, read the words as meaning that the will itself should make it clear that it was made in contemplation of marriage, and it would hardly occur to him that the "expression" could be by some words outside the document.

### Commissioners of Taxes.

WE HAVE frequently referred to the anxiety of the Board of Inland Revenue to curtail the powers of the General Commissioners of Taxes, and have suggested that the several attempts which have been made to this end have aimed at the ultimate extinction of the local element in the assessing and collection of taxes. The present bid for control of the collectors is marked with an entire absence of courtesy and respect. The negotiations for the transfer of the appointment of the collectors have been completed and the local Commissioners and clerks to Commissioners have not been consulted to the slightest degree. After the association of collectors have signified to the Board of Inland Revenue that they will ratify the agreement which provides for the transfer of appointment,

however, they have sent to each clerk to Commissioners a letter setting out a selected few of the facts and suggesting that they should be brought to the notice of the Commissioners at their first meeting in April "to ascertain whether they would have any objection to the appointment of collectors (only) . . . being vested in the Board of Inland Revenue." What difference the opinion of the various bodies of Commissioners can make at this juncture is not stated. The agreement has already been reached and it is left to the collectors—the servants of the General Commissioners—to notify them that negotiations have taken place to deprive the General Commissioners of the power of appointment. The Board of Inland Revenue should, of course, have consulted the General Commissioners before any such negotiations were instituted. It is certain that Commissioners and their clerks will express, in no uncertain terms—as they have expressed before—their decision to hold to all the powers granted to them by the Income Tax Acts in the certain knowledge that they will again be supported by the taxpayers of the country, who will refuse to allow the collection of their income tax to pass into the hands of civil servants. It has long been apparent that the Board of Inland Revenue would divest the local Commissioners of all their powers and responsibilities in order to swell the importance of their department. In the past, public opinion has frustrated the numerous attempts to usurp the duties of the local Commissioners, and a storm of protest on this occasion is certain. No Government could deprive the taxpayer of the privilege of the local element in tax collection which he has enjoyed since the inception of the impost.

### Second Offences under Different Statutes.

On a recent conviction for dangerous driving, it was proved that the defendant had been found guilty of a similar offence a few years ago, and therefore, of course, not under the Road Traffic Act, 1930. Section 11 (1) of this Act prescribes the penalty for a first offence, and sub-s. (3) deals with a second or subsequent conviction. It was argued for the defendant that, since he had never previously been convicted under sub-s. (1), he was not guilty of a "second offence" under sub-s. (3). The Chairman of the Bench, Mr. Cecil Whiteley, K.C., ruled against the contention, observing that, if it prevailed, it would exclude consideration of all previous offences of dangerous driving, which he did not believe was the intention of the Legislature. No doubt his conclusion as to that intention was well-founded, but the new statute has not left the matter too clear. Section 1 (1) of the Motor Car Act, 1903, under which presumably the previous conviction was obtained, included negligent driving, which is the subject of s. 12 of last year's Act, and, although the offence of dangerous driving is practically the same under each Act, the later one does not verbally follow the other. Section 38 (1) of the Interpretation Act, 1889, may perhaps be prayed in aid (as to an Act repealing and re-enacting, with or without modification, the provisions of a former Act), especially para. (*d*) as to penalty, forfeiture, or punishment incurred in respect of any previous offence. Here, however, the penalty, forfeiture, or punishment was complete for the first offence, and the offence under the later Act only was in question. In *Phillips* v. *Stephens* (1898), 43 Sol. J. 14, it was held that failure to obtain a licence for a carriage for the year 1898 was a second offence after a similar failure for 1895, but in *Re Authers* (1889), 22 Q.B.D. 345, a conviction under one statute was held not to be a conviction under another, although similar evidence would have sufficed for both offences, and the matter gave magistrates and judges a certain amount of trouble. It has also been held that a second offence for the purposes of such sections must be one committed after a previous conviction, *R.* v. *South Shields Licensing Justices* [1911] 2 K.B. 1. The Road Traffic Act would have been better drafted if it had explicitly incorporated Mr. Whiteley's ruling, and not left it to inference.

## Custom to Commit Suicide.

The Judicial Committee of the Privy Council recently had before it an extremely interesting and constitutionally important appeal from a judgment of the Full Court of the Supreme Court of Nigeria, which had dismissed a motion by the appellant for a writ of *habeas corpus* which had arisen in the following circumstances (*Eshugbayi Eleko* v. *The Officer Administrating the Government of Nigeria and Another*, 24th March). The appellant, who was the son and successor of Docemo, the paramount chief of Lagos, who ceded that colony to Great Britain in 1861, was alleged to have been deposed in accordance with native custom by a number of his family. Following that alleged deposition, on the 6th August, 1925, the Officer Administrating the Government of Nigeria, purporting to act under the Deposed Chiefs Removal Ordinance, made an order directing the appellant to leave the Colony and the Provinces of Abeokuta, Ijebu and Ondo within twenty-four hours, on the ground that he had, with the sanction of the Administrating Officer, been deposed and removed from his office as chief, and that native law and custom required that he should leave the area over which he exercised influence by virtue of his office. On the 8th August, 1925, a further order was made that the appellant be deported to Oyo for non-compliance with the first order, and he was arrested on the same day and deported to Oyo where he had to remain.

The main question now in issue was whether the Supreme Court of Nigeria was competent to review the facts in the deportation order of the 6th August, namely, that the appellant had been a native chief; that he had been deposed from his position; and that native law and custom required him to leave Lagos. On this last point the record of the proceedings contains many informative and interesting passages. Mr. Justice Tew, in his judgment, referred to Ajisafe's work, where that author says: "There is a peculiar custom amongst the natives of Yoruba called Kirikiri. When a king or chief . . . is no more wanted by the people . . . a mob parades through the country or town, singing vituperative songs and loudly abusing the man, and when they get to his quarters they throw sand and stones into his palace or house, to show that he is no more wanted in the country. . . . Within the expiration of three months the man concerned must try to reconcile or vacate the country or commit suicide. . . . Should he ignore or slight Kirikiri . . . a select body of masked and powerful men shall suddenly rush into his house one night and kill him." In his affidavit, one of the native chiefs said that there was no such office as that of Eleko (the second name of the appellant). The kings of Lagos had always been called by their private names. When Eshugbayi was a boy, the son of one Orogiri, a fisherman, wanted to fight Eshugbayi, whereupon Orogiri, explaining to his son that Eshugbayi would one day be the owner of Lagos, used the word Eleko, which was the local name for Lagos. From that time Eshugbayi became known as Eleko. "Eshugbayi," according to one of the witnesses before the Supreme Court, meant "The Devil take this." Evidence regarding the alleged custom of the Yorubas on the deposing of chiefs was also given by the Alafin of Oyo, King of the Yoruba. On refusing to take the oath, the Alafin stated: "It is contrary to the custom of my ancestors for an Alafin to take an oath. The Alafin is a sort of god and people take oath by him. I am king and Shango is in me. It is contrary to my religion for the Alafin to take an oath because people swear by me; I am a kind of fetish that is worshipped." He was allowed to affirm. In their reserved judgment the Judicial Committee were satisfied "that the opinion which has prevailed that the courts (of Nigeria) cannot investigate the whole of the necessary conditions is erroneous. The Governor in acting under the Deportation Ordinance acted solely under executive powers, and in no sense as a court." Their lordships remitted the case for hearing to the Supreme Court of Nigeria.

# The Town and Country Planning Bill.*

In 1928 we published two articles (72 Sol. J. 444, 460), on "Country Planning: the Preservation of our Heritage," with the object of pointing out that the Town Planning Acts were too narrow to prevent the wrong development of our land, and the disfigurement of its scenery. Last year a measure with these special objects, the Rural Amenities Bill, was introduced into the House of Commons by a private member, and received its second reading, after a debate which proved that members of all parties were in favour of the principles embodied in it. Unfortunately, however, it met with the usual fate of Bills not sponsored by Government and lapsed because the requisite time was not given for its further stages. Now the Town and Country Planning Bill has been officially presented, with the objects, according to the Introduction, "To authorise the making of schemes with respect to the development and planning of land whether urban or rural, and in that connexion to repeal and re-enact with amendments the enactments relating to town planning; to provide for the protection of rural amenities and the preservation of buildings and other objects of interest or beauty and for charging on owners of property expenditure on improvements within areas to which schemes apply; to facilitate the acquisition of land for garden cities, and to make other provisions," etc.

Clause 1 of the Bill provides that a scheme may be made for "any land, whether there are or are not buildings thereon," the object being "to secure proper development, with proper sanitary conditions, amenity, and convenience, and to protect rural amenities and to preserve existing buildings or other objects of architectural, historic, artistic or natural interest or beauty." This power is, as in the present Town Planning Act, entrusted to local authorities, with various provisions for joint committees, etc., but the Bill also provides, cl. 29, that if the Minister of Health deems that a local authority ought to have prepared a scheme but has failed to do so, he shall have power to prepare one and carry it through. In respect of town planning schemes this compulsory power already exists in s. 13 of the Town Planning Act, 1925.

If, then, the Bill becomes law, there will at last be machinery to check unsightly "bungaloid growths," and "ribbon development," and similar disfigurement of our countryside, though lovers of open downs and the pastoral and sylvan beauties of England can hardly expect the slow but certain tide of bricks and mortar to stand still while the population is increasing. If the authorities do their duty, however, the future creation of such monstrosities as some of the manufacturing towns and pit villages in the north of England should become impossible. The Public Health Acts have largely ensured that ne buildings shall be sanitary and properly built, and the Housing Acts give power to wipe out the sins of our ancestors by clearing away slums. The Bill cannot ensure that new buildings, or even new towns, shall not be ugly; tastes differ, and the episode of the Haig statue illustrates anew the difficulty of pleasing everybody. If the Bill passes and is properly worked, however, it should no longer be possible to erect squalid buildings and cram them together into a squalid town or village like those which now remain as memorials to the cardinal sins of our grandfathers and great-grandfathers.

So far as the Bill deprives landowners of their right to use their land in the way most lucrative to themselves, they are to be compensated, the respective provisions being cl. 17 of the Bill and s. 10 of the Act of 1925. Both Act and Bill veto compensation for buildings run up after a resolution for a scheme, a possibility which Mr. G. B. Shaw illustrates in his play "Widower's Houses," and which has troubled railway companies as well as local authorities. One railway engineer relates in his book how he frustrated a landowner who hurriedly erected a row of "jerry-built" houses on the site of a proposed track by a lawful deviation within the company's statutory limits. The Bill should no doubt check the more unscrupulous type of land speculator. As to the possible improvement of property by a town planning scheme, the Act of 1925 provides by s. 10 (3) that the local authority may recover half the increase of value, and cl. 27 of the Bill provides that, if ratepayers' money has been spent on the scheme, and the value of property has been increased thereby, the local authority may recover the whole or any part from the owners of such property, with a possible postponement so long as the property remains agricultural land. Obviously "agricultural land" should here include manorial waste which may not in present conditions be fit for agricultural use. This section is likely to be the subject of controversy, and if it is unreasonable to allow landowners 100 per cent. of the enhanced value of their land due to public improvements, to forbid them to touch any of it is likely to check their co-operation and assistance in carrying out schemes. Without doubt the right sort of landowner is an extremely valuable factor in the development of his property, and renders services which deserve encouragement.

The provision of "garden cities" is authorised by cl. 28 of the Bill, which reproduces s. 28 of the Act with some minor alterations. Incidentally, the words "garden city" do not appear to be protected in any way, and there does not seem to be any provision to prevent a landowner building rows of mean streets and calling the result a garden city. It may be suggested that the phrase should only be applicable where there is a certain small minimum of population to the acre, and perhaps with the consent of the Minister of Health, with some possible saving where the title has already been assumed.

The Rural Amenities Bill placed a veto on the export of ancient buildings without the written consent of the Commissioners of Works, after consultation with the Ancient Monuments Board, and gave power to a local authority to require a tree, or group of trees, to be preserved. There was also a veto on the indiscriminate planting of refuse dumps by urban authorities in the territories of rural authorities. Clause 16 of the Bill gives a local authority power to prohibit the alteration or demolition of any building of special architectural or historic interest within their area, with ancillary provisions, and cl. 17 provides for compensation to the owner, though the loss of the right to pull down a beautiful old house for re-erection in America is not one which deserves much compensation. A better case would be where such a building stood on a site in a town which might be used for a big office building. One matter scheduled as proper to be dealt with in schemes is "the preservation of objects of historical interest or natural beauty." This also appears in the schedule to the present Act, but, by reason of the territorial limitations to which a scheme can now be applied, the provision in the Bill, if passed, should be far more valuable. The owner of a tree or group of trees preserved as an object of natural beauty could also be compensated in this way for the loss of his timber, the absence of a provision to this end being a matter on which we had criticised the Rural Amenities Bill in our previous note on it. We also observed that so far as any refuse dump constituted a public or private nuisance, the present law ought to suffice to deal with it. It may be, however, that a positive veto against the creation of such dumps in a scheduled area would be more effective, for there seems to be some difficulty in enforcing the laws against nuisance. There should also be the less hesitation in the discouragement of these dumps, since certain enterprising cities have discovered that they can dispose of their refuse, even to a profit, without creating them.

Amongst the restrictions in the Bill on the compulsory purchase of land is that relating to the site of an ancient monument or other object of archæological interest, unless

*This Bill was read a Second Time in the House of Commons on Wednesday last.—Ed., *Sol. J.*

the Minister is satisfied that it is not being properly protected by its owner, and that its acquisition is necessary for securing its protection, or preservation and maintenance. Thus, the absolute exception of such sites contained in the Town Planning Act, 1925, is modified, and such a relic of the past as Hadrian's wall is to receive an added protection. Our ancestors are again responsible for the vandalism of burying a considerable length of this wall under a high road constructed in the eighteenth century.

The Bill is, in effect, a combination of the Town Planning Act, 1925, with the Rural Amenities Bill, and, save perhaps as to certain incidental machinery to carry out its objects, should not be politically controversial. Hope may thus be expressed that, suitably modified if necessary, it will pass in defence of English scenery, which, even commercially, is an asset of priceless value.

## Company Law and Practice.

LXXIII.

In connexion with the unlimited liability of directors, which we have here examined recently, a point has been raised with regard to their resignation. It will be remembered that s. 147 gives a company power, if authorised by its articles, to alter, by special resolution, its memorandum so as to render unlimited the liability of its directors, or managers, or of any managing director: upon the passing of any such special resolution the provisions thereof are to be as valid as if they had been originally contained in the memorandum.

It may well be imagined that in the case of a company which does pass a special resolution altering its memorandum in such a way there may be a certain reluctance amongst the directors to continue in office; past directors, it is true, in such cases may be liable to contribute if there is a winding up within a year of their ceasing to hold office, though not in respect of liabilities contracted after their so ceasing (s. 157 (2)), but the sooner they resign the stronger they make their position.

It is usual to provide that a director may, by notice in writing, resign his office—in Table A it is Art. 72 (*f*)—but it is by no means universal, and recently the writer came across a set of articles in which resignation was to be made by notice in writing, but that such notice was not to take effect until a certain number of months after the service thereof on the company. It is proverbial that there are more ways of killing a cat than one, and the possibility of ceasing to be a director by disposing of the shares necessary to qualify a person as such should not be lost sight of—it has proved useful before now, though, of course, it is not always possible to do so, either because of restrictions on transfer contained in the articles, or because a purchaser cannot be found.

Other methods there may be of vacating office—depending largely on the articles of the particular company. For instance, a director might become interested in a contract with the company; the other possibilities are less attractive, and may not find general favour amongst persons desirous of vacating office in a hurry—a few suggestions which occur on consideration of provisions found in various sets of articles are —becoming bankrupt, being found lunatic, becoming of unsound mind, or being convicted of an indictable offence. Such remedies appear somewhat drastic, and also, perhaps, (though the writer must confess his lack of experience) not easy of accomplishment *ad hoc*.

To return to the question of resignation, there is a certain amount of authority dealing with it, directed chiefly to show that, subject to anything in the articles, no acceptance of an unconditional resignation is necessary, it not being in the nature of an offer which requires to be accepted. We may first look at *Maitland's Case*, 4 De G. M. & G. 769. This was a case of a railway company, provisionally registered in May, 1845, the subscribers agreement of which provided that the managing committee should have power (*inter alia*) to fill up any vacancies that might occur in their number by death or resignation. It does not appear from the report that the constitution contained any express provisions dealing with the right of members of the committee to resign. A member wrote to the chairman saying that he felt himself unable to attend to the duties incumbent on a provisional director "and therefore wish to withdraw, which I now do hereby." Lord Justice Knight Bruce, in his judgment, stated that the resignation was authorised by the constitution, and was complete and effectual. So far as the report is concerned, there appears to be no mention of resignation in the constitution, other than that contained in the power conferred on the managing committee to fill up vacancies in their body caused by resignation; but no doubt this mention was amply sufficient to imply a power of resignation.

(*To be continued.*)

## A Conveyancer's Diary.

**Powers of Sale of Personal Representatives of a Tenant for Life.**

A correspondent asks me to consider a case which I agree is of common occurrence, when land is settled upon trust for one for life and afterwards upon trust for sale, the settlement having been made before 1926. The legal estate in fee simple vested in the tenant for life under the transitional provisions of the L.P.A., 1925. The tenant for life having since died, my correspondent agrees that his personal representative should assent to the property vesting in the trustees of the settlement upon being satisfied that provision will be made for the payment of the death duties for which, under s. 16 (1) of the L.P.A., 1925, the personal representative is accountable. But, he says, what if there are no trustees of the settlement or none who are willing to act? In such circumstances it is suggested that it would be very convenient that the personal representative should sell when all the persons beneficially entitled desire that there should be a sale. That, no doubt, is true in many cases, but there are objections not from the point of view of a purchaser, but from that of the personal representative. If he sell relying upon the request of the equitable owners, he is taking upon himself the responsibility of deciding who those owners are, and, moreover, runs the risk that there may have been mortgages or charges by such persons, notices of which may have been given to the trustees for the time being of the settlement and of which he is not aware. Generally I think that, if there are trustees for sale, the personal representative should assent in their favour and, if there are none, should insist upon trustees being appointed.

I may add here that, in my view of it, if upon (or should it be after?) the death of a tenant for life the land devolves in equity upon trustees for sale and those trustees take no steps to obtain an assent in their favour, but allow the personal representative of the tenant for life to sell unnecessarily for payment of duties, the trustees would be liable if any loss accrued to the trust estate. Trustees, in such circumstances, have no right to stand aside and allow a sale to be effected by the personal representative of the tenant for life, even though the latter may be able to give a good title to a purchaser.

To proceed with the subject with which I am strictly concerned, it has been suggested that the personal representative of a tenant for life has a power to sell for the purpose of raising and paying off charges which arise under the settlement. Unless it be under s. 16 (1) of the T.A., 1925, I do not know how it can be suggested that such a power exists. I have already expressed my view regarding s. 16, and it is not necessary to repeat it, but it must be obvious that unless the personal representative is "authorised by the instrument,

if any, creating the trust or by law " to raise and pay charges, the section can have no application. I have never yet seen a trust instrument which authorised a personal representative of a tenant for life to raise and pay portions or other charges and I know of no law authorising him in that behalf. Further, I do not see how he could be advised to do it. Being a stranger to the trust, he cannot know what sums ought to be raised and will not have cognisance of any notices which may have been given to the trustees of the settlement of charges created affecting those sums. It cannot therefore even be pleaded that it is " convenient " that he should have such a power. In fact, he has not, and if he should sell the settled (or *quondam* settled) land in purported exercise of it he would be running a risk of liability, and how he would be able properly to distribute the purchase money I do not know. Of course he might pay it into court—and probably have to pay the costs of getting it out!

Another suggestion is that s. 24 (1) of the A.E.A., 1925, may have a bearing on the subject which I have been discussing. That sub-section reads as follows :—

> " The special personal representatives may dispose of the settled land without the concurrence of the general personal representatives, who may likewise dispose of the other property and assets of the deceased without the concurrence of the special personal representatives."

Now, looking at that sub-section I entertain no doubt that the draftsman was contemplating a state of things in which there would always be a special personal representative appointed with respect to land of which the deceased had been the tenant for life under the S.L.A. The judgment in *Re Bridgett and Hayes' Contract* had not been anticipated. However that may be, I do not see how upon any reasonable construction of the sub-section it can be read as meaning more than that the special personal representatives (*where there are any*) may dispose of the settled land (*so far as they have power to do so*) without the concurrence of the general personal representatives (*if there are any*) who may dispose of the other property and assets of the deceased (*so far as they have power to do so*) without the concurrence of the special representatives. I cannot read the sub-section as *conferring* any power either on the special or general personal representatives. If, however, I am wrong about that, and the sub-section must be taken to confer a power upon general personal representatives, I suggest that it only confers such a power in respect of " property and assets of the deceased " meaning " property and assets " to which the deceased was beneficially entitled and not " property and assets " to which the deceased was entitled as a trustee. In fact, I do not think that the sub-section *confers* any power at all.

The reader will bear in mind that we are still searching for a statutory power given to the general personal representative of a tenant for life to sell the settled land or *quondam* settled land. So far, we have only found such a power to exist for the purpose of raising and paying death duties, and there are, as we have seen, some qualifications attaching to that power, which should make a solicitor for such a personal representative hesitate before advising him to sell.

There is a further suggestion with which I have not dealt, namely, that there may be a power of sale implied in s. 110 (3) of the S.L.A., 1925. That sub-section provides that a purchaser of a legal estate in settled land from a personal representative shall be entitled to act upon certain assumptions which in effect are that the purchase money is required for administration purposes and that the personal representative is acting under his statutory powers.

That sub-section is for the protection of purchasers, and there seems no reason to imply a power of sale which a personal representative does not otherwise possess. If a personal representative sold when he had no right to do so, the sub-section would doubtless protect the purchaser, but I cannot see how it could be construed so as to protect the personal representative. Moreover, I think it very doubtful whether the sub-section applies at all to a sale by the personal representative of a tenant for life. The more likely construction is, I think, that it is intended only to apply to land settled by the will of the deceased.

I do not profess to have exhausted this interesting subject, but hope that I have indicated some of the salient points to be considered in connection with it.

I should be grateful for the views of readers, especially those who do not agree with my opinion on any of the points which I have discussed.

## Landlord and Tenant Notebook.

**Implied Rights of Tied Tenants.**

The dissatisfaction among publican tenants, commented upon in " Current Topics " in our issue of 28th March (p. 210), calls for an examination of the question whether the " tie " gives the tenant any advantages in law. And it is not surprising to find that the judges who, at the beginning of the last century, expressed their disapproval of " those covenants by which the brewer got the publican into his power," were not slow to import into the leases implied obligations on the part of the landlords. Thus, in *Thornton* v. *Sherratt* (1818), 8 Taunt. 529, in which the restrictive covenant was so characterised, it was held that the brewers were under an implied covenant to supply " good marketable " beer and that the onus was on them ; and in a case fought a few years before, *Holcombe* v. *Hewson* (1810), 2 Camp. 391, the brewer allowed that the beer he supplied must be " of fair merchantable quality and such as ought to give satisfaction to the defendant's customers " ; the publican was able to meet the evidence that the beer was made of malt and hops only by showing that while he observed the covenant business went from bad to worse, but since he had broken it and bought elsewhere, trade was thriving.

These decisions were followed in *Luker* v. *Dennis* (1877), 7 Ch. D. 227, in which the tied assignee of a mortgage was said to be entitled to " good marketable " or " good and wholesome " supplies. Fry, J., appears not to have distinguished between the two expressions, though he formally adopted " good marketable."

The position of the publican may be said to have been improved by *Edwick* v. *Hawkes* (1881), 18 Ch. D. 199, in which the dispute concerned unwillingness on the part of the brewers to supply their tenant with one particular product of theirs, though they sold it to " free " houses and to private individuals. The tenant obtained a supply by getting a friend to buy for him. Fry, J., held that the publican had not bought from the friend, and thus had not broken the restrictive covenant ; but he was also prepared to hold that even if this were not so, there was an implied obligation on the brewers to supply their tenant with what he required, and that he was the arbiter of what kinds of beer and spirits he should sell. If they could not or would not supply him, he was free to buy elsewhere. It is conceivable that this ruling might meet one of the complaints referred to in " Current Topics," the burden of which was that tenants were not allowed to stock a particular kind of beer and one of tonic water, for which there was a general demand.

Both the last-mentioned cases would be some authority for the proposition that brewers are bound not only to supply marketable beer, but also obliged to maintain their stocks. A case which could also be used to support this contention is the Scottish case of *Wight* v. *Dicksons* (1813), 1 Dow, House of Lords Reports 141. The parties were tenants, the one of lime works and the other of coal mines, on the same estate, and the one had the exclusive right to burn lime on that estate as long as he took a specified quantity of coal from the other. In the action, the lime-burner alleged that he

could not obtain the required quantities regularly, and it was ruled that the supply "ought to be a ready and a fair one." It was also held, on the construction of the documents, that when a deficiency occurred he was entitled to make it up elsewhere, but not to avoid the whole agreement.

There remains the question of price; and while disputes have occurred as what was a reasonable price for beer, it has never been put in issue that the "tie" imposes upon the brewer the duty of selling at a reasonable price, whether this duty be expressed in the lease or not. In *Noakes & Co., Ltd.* v. *Day*, referred to in a note in [1910] 1 Ch. 270, the lessors admitted their obligation, the only question being whether the increase which followed increased taxation was reasonable. In *Courage & Co., Ltd.* v. *Carpenter* [1910] 1 Ch. 262, the action was fought on the same footing, the plaintiffs conceding that they were impliedly obliged to supply their tenant with beer of good quality and at fair and reasonable prices. If there is a difference between "fair and reasonable prices" and "fair market" prices, a tied tenant whose lease contains no express covenant or proviso in his favour might possibly be in a better position than if it did, though in a worse position than a "free" publican; for in *Charrington & Co., Ltd.* v. *Wooder* [1914] A.C. 71, it was finally held that a proviso as to fair market price did not prevent brewers from giving better terms to "free" houses than they gave to their own tenants.

## Our County Court Letter.

### PUBLIC ACCESS TO NAVIGABLE RIVERS.

In *Isaac & Sons* v. *Welch*, recently heard at Barnstaple County Court, the plaintiffs claimed 15s. damages and an injunction against breaking a gate and entering lands of the plaintiffs and wrongfully using the same. The defendant counter-claimed £5 damages, and a declaration that (*a*) inhabitants of Braunton, who were mariners, from time immemorial had enjoyed as of right the use of a quay on the River Pill; alternatively (*b*) the inhabitants of Braunton generally had enjoyed a similar right of using a road between the highway and the river, or (*c*) the road was a public highway. In a reserved judgment, His Honour Judge The Hon. W. B. Lindley observed that the Pill was tidal and navigable, and (in the absence of evidence to the contrary) the Crown owned the bed and foreshore, subject to the usual public rights of navigation and fishery. During the seventy or eighty years covered by the evidence, there had been posts on the land, to which vessels, barges or boats were moored without objection or payment, and supplies and cargoes had been carried over the quay to the Braunton road. This user was not limited to the mariners or inhabitants of Braunton, as many vessels from other ports used the Pill, and all persons interested had acted in the same way. The erection of a wall, however, on the south end of the plaintiffs' land had prevented access by horses, and the men had then climbed over and continued the towing of vessels for a further distance. Incidental to a public right of way, there existed the right of loading and unloading vessels in a public river from and on to an adjoining highway, and the defendant therefore had a right to moor his vessel to the plaintiffs' quay. The locked gate was an obstruction to the public right of way, and, as the defendant (not being a trespasser on the plaintiffs' land) had done no more damage than was necessary to pass through—the claim failed. The parties had merely claimed as individuals, however, and the judgment was only binding upon them personally. It was thus unnecessary to define the rights at issue, beyond what was necessary for the above decision, and the counter-claim was therefore dismissed. Judgment was given accordingly, the costs of the whole case to follow the event.

## Practice Notes.

### RICOCHETS FROM SPORTING GUNS.

Liability for the above was considered in the recent case of *Churchman* v. *Andrews*, at Ipswich County Court, in which the claim was for £5 as damages for a shot in the arm. The plaintiff, while hoeing savoys in a field, had cried out and fainted, and the defendant and a friend came through the hedge soon afterwards. At the hospital the plaintiff was found to be suffering chiefly from shock, and the doctor agreed with the defence that the injury was no worse than those occasionally incurred by members of shooting parties. The defendant's case was that he was given his friend's gun, in order to shoot at a rabbit 65 yards away, and, although the plaintiff was behind a hedge beyond the rabbit, she was not in the line of fire. It was therefore contended that (1) as the defendant had fired at the ground (and not through the hedge) the shot would be spent, (2) in view of the spread only one pellet could have struck the plaintiff, (3) the claim was exaggerated. His Honour Deputy Judge Rowley Elliston held that the defendant, having taken the risk of firing through the hedge, was liable to the plaintiff, who was entitled to judgment, with costs. It is to be noted that the above-named plaintiff was not a member of the shooting party, and the case was therefore distinguishable from *Stanley* v. *Powell* [1891] 1 Q.B. 86. The defendant was there sued for an accident to a beater during pheasant shooting, but the allegation of negligence was negatived by the jury, and Mr. Justice Denman (having reviewed the authorities) gave judgment for the defendant.

### INJURED WORKMEN AND MEDICAL REFERENCES.

An interesting point of procedure under the Workmen's Compensation Act was decided recently at the Hamilton Sheriff Court. The injured workman had given his employer notice of his accident. Before his solicitor had decided which course to adopt, viz., whether to claim under the Workmen's Compensation Act, or at common law, or under the Employers' Liability Act, the employer applied to the court for a reference to the medical referee to determine the extent of the workman's fitness for work (under ss. 17 and 19 (2), Workmen's Compensation Act, 1925). The workman opposed the application on the ground that he had not yet elected to proceed under the Workmen's Compensation Act. Reference was made to cases where the employers denied that any accident had occurred, and where it had been held that an application by them for a reference was competent without prejudice to their contention that there had been no accident, and that therefore there was no claim (cf. *McGeechan* v. *Glasgow Iron & Coal Co.*, 18 B.W.C.C. 707). The court saw no reason for thinking that the converse should not also be competent, i.e., that a reference to the medical referee should proceed without prejudice to the workman's right to claim damages at common law or under the Employers' Liability Act.

## Reviews.

*In Quest of Justice.* By Claud Mullins, of Gray's Inn and the Middle Temple and of the South-Eastern Circuit, Barrister-at-Law, Bacon Scholar of Gray's Inn, author of "The Leipzig Trials"; with an introductory letter by The Right Honourable Sir Leslie Scott, K.C. Pages (with list of references to cases quoted) 448, and introductory letter, preface and index XVI. London: John Murray. Medium 8vo. 12s. net.

In this interesting book, the learned author sets himself the task of indicating reforms which he considers would improve our legal system, especially in matters of practice and procedure. Whilst we may not always agree with him, his

suggestions are invariably worth considering and generally supported by illustrations of the defects which he desires to see cured, drawn from practical experience.

It is not possible in the course of a short review to do more than point to some of the main reforms which Mr. Mullins advocates or rather suggests. The learned author does not profess to have found a solution to the various problems to which he points as requiring the attention of the would-be law reformer. "The main object of this book," he tells us in his preface, "is to attract attention to the whole subject of law reform."

The learned author has much to say of what is called "judge-made law," and of the hardship inflicted upon litigants who, through no fault of their own, have to provide the cost of settling points of difficulty which would not have arisen if the Legislature had done its job properly. That, to a great extent, the private law of this country rests upon the decisions of judges and not upon legislative enactment, is, no doubt, a blot upon our system which is rendered worse by the fact that it is the private litigant who has had to bear the expense of having the law laid down. The multiplication of reported cases and the number of authorities which must be considered upon what often appear to be quite simple points, make litigation both dilatory and expensive.

Mr. Mullins has some interesting suggestions to offer upon our laws of evidence. He thinks that, in civil cases, at any rate, much of the evidence might be given by affidavit, and that in such cases juries should generally be dispensed with. The curtailment of the right of cross-examination involved in such a change is a serious objection to it.

The learned author thinks that the laws of evidence should be completely overhauled, if not abolished altogether, so that the judge at the trial may admit anything which he thinks relevant even though it be hearsay. No doubt the rule against hearsay evidence was, as Mr. Mullins says, evolved in order to protect juries who might not be able to weigh the evidence and know what importance to attach to it. After referring to a suggestion made to Fitzjames Stephen, that his India Evidence Act should contain one clause only, namely, "All rules of evidence are hereby abolished," Mr. Mullins observes, "where there are no juries I believe that, even if reform did go as far as that, as good justice as we get to-day would be administered in our civil courts of law, for our judges could be relied on not to be misled or to allow the introduction of irrelevancies." We are afraid that judges, even to-day, are sometimes misled, and we should have serious misgivings in this respect when the time came that our judges had been trained in a tradition in which hearsay evidence was admissible.

When dealing with the need for reform in interlocutory matters, Mr. Mullins is on safer ground and makes some sound suggestions.

This is an extremely interesting and well-written book, which should be read by the layman engaged in commercial life, although it will chiefly appeal to members of the legal profession. There are many very good and some amusing stories culled from reports, debates in the Houses of Parliament, and the recorded reminiscences of eminent lawyers, which make the volume entertaining as well as instructive reading.

The printing and make-up of the book are all that could be desired.

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### THE F.M.S. SEDITIOUS PUBLICATIONS ENACTMENT.

An amendment to the Seditious Publications (Prohibition) Enactment of the Federated Malay States lays down that all printing presses or appliances for printing which, in the opinion of a court trying an offence against the enactment, were used or intended to be used for the printing of seditious newspapers, books or documents, may in the discretion of the court be forfeited and may be destroyed or otherwise disposed of.

## In Lighter Vein.

### POTTED POINTS IN PRACTICE.

[Our Contributor considers that both our "Points in Practice," and our answers to them, are somewhat academical, and lack the human touch and "pep" which is so apparent in modern journalism. To illustrate his meaning, he has collected some problems from his friends, and has forwarded them to us, with his own answers. We must leave our readers to judge whether his method or ours appears the more helpful to them.—ED., *Sol. J.*].

DIVORCE.

*Q.* I find my husband tiresome, so I am divorcing him. I have the receipted hotel bill, with a statutory declaration verifying the cashier's signature, also exhibiting proper plans and elevation of the building, etc., and a three-reel film of the bedroom scene—I am hoping a silent one will do, for the woman is in fact a dummy, my husband foolishly having a conscientious objection to any other. However, he has procured a young lady who has very kindly lent her name to the proceedings, and will treat any official who serves notice of them on her with due dignity and hauteur, refusing to associate herself with the matter further. If the King's Proctor's man or anyone of that sort comes either to me or her, I have of course arranged to have him bumped off without disturbing the neighbourhood. I am anxious that my petition should be successful. Can you suggest any improvement on the above scheme?—(BRIGHT YOUNG THING.)

*A.* We think that the first part of it should reasonably convince the court that you have a *primâ facie* case. We gravely doubt, however, whether the step in connexion with the member of the King's Proctor's staff will commend itself to his Lordship. Having regard to recent cases, we fear he might regard it as contempt of court and require you in any event to pay the King's Proctor's costs of replacing the man. Why not communicate with Mr. CAPONE, Chic., Ill.? He would take the fellow a joy-ride, and relieve you from all responsibility.

NUISANCE.

*Q.* I have a new neighbour who plays the piano all night while his dogs are barking at it, and then, in the morning, his cocks begin to crow until sunrise, when he turns on a loud speaker. After that, his wife gives dancing-lessons to the music of the gramophone till mid-day when the son of the family practises the bagpipes. Later on, somebody plays the cornet till the piano starts again. They also keep twenty cats, fifty rabbits and a hundred guinea-pigs in a yard ten feet square, and I have noticed a distinct odour when the wind is from that quarter On such occasions they moreover invariably have a bonfire, which smokes a great deal. Consequently I find their conduct somewhat vexing. Have I a legal remedy?—(VERMIS VERTENDUS.)

*A.* Do nothing precipitate. If, however, it goes on for another two or three years, get your case before Mr. Justice E., and concentrate on the piano. If you do this, you have a very fair chance of an injunction. Do not, however, wait more than ten years, or Mr. Justice E. may retire.

CLAIM TO ESTATE.

*Q.* A hundred years ago my ancestor suffered a common recovery, and, mortgaging his *scintilla juris*, pleaded a final surrebutter to a declaration *in capias*. Do you think this gives me a valid title to the estates now enjoyed by the Duke of W.?—(HOPEFUL.)

*A.* Something may depend on whether, in issuing the necessary writ *quare adhesit pavimento*, there was a properly drawn *significavit in terrorem*. We see no reason, however, why you should not float a limited company and invite subscriptions to substantiate your claim, and have no doubt from similar cases that, if you did so, the public, to use a colloquialism, would fall for you.

# POINTS IN PRACTICE.

**Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.**

**Settled Land**—Absolute Reversion—Vesting Land in Reversioner.

*Q.* 2186. Testator died 1913, having by will devised freehold property to A for life, with remainder to B, and appointed A and C executors and trustees. A died 1931. No assent was ever made in his favour. In order to vest the property in B, are the personal representatives of A the proper persons to make this (*In re Bridgett and Hayes*), or should the personal representatives assent to the vesting in C, and then another assent be made by C vesting the property in B ?

*A.* The appropriate procedure will depend upon whether assent pre-1926 to the devise to A for life with remainder to B can be assumed. In view of the date of the death of the testator, and the fact that A was (we assume) in receipt of the rents and profits long prior to 1926, we express the opinion that such an assent can safely be presumed (see *Wise* v. *Whitburn* [1924] 1 Ch. 460). On the assumption of assent pre-1926 on the 1st January, 1926, the legal estate vested in A (L.P.A., 1925, Sched. I, Pt. II, paras. 3 and 6 (*c*)). This legal estate is now in the personal representatives of A (*Re Bridgett and Hayes' Contract*, 71 Sol. J. 910). A's personal representatives are therefore the proper persons to assent in favour of or convey to B (S.L.A., 1925, s. 7 (5)).

**Perpetual Rent-charge issuing out of Freeholds**—Release by Tenant for Life.

*Q.* 2187. By an enclosure award a close of land was set out and allotted unto A, subject to and charged with a rent-charge of £4, which said sum did not exceed the net annual values thereof, and the said rent-charge was set out, allotted and awarded unto B. The rent-charge was duly paid to B until his death and afterwards to C, the tenant for life under the will of B. C now proposes to release the rent-charge to A for £100. Nothing is stated in the award as to whether the rent-charge was one in perpetuity or for the life of B only. I presume it would be in perpetuity. If the rent-charge was in perpetuity, would it fall under a devise in the will of B as real estate, so as to be included in a vesting deed ? I presume C can release by deed the rent-charge on payment to the trustees for the purposes of the S.L.A., 1925. What words would have to be used in the vesting deed to pass the rent-charge to C ?

*A.* A rent-charge in possession, issuing out of land, being either perpetual or for a term of years absolute, is a legal interest or charge in or over land capable of subsisting at law (L.P.A., 1925, s. 1 (2) (*b*)), and a perpetual rent-charge is certainly real estate (L.P.A., 1925, s. 201 (1)), and would pass under a devise in the will of B as real estate. It could conveniently be described in the "parcels" in a vesting deed as "all that perpetual rent-charge of £4 per annum issuing out of etc., etc., and charged thereon by virtue, etc., etc.," and would be covered by the expression "a hereditament" (L.P.A., 1925, s. 205 (ix)). C can release the rent-charge by deed (S.L.A., 1925, s. 38 and s. 117 (ix) and (xxiv) and s. 72). The consideration will in the usual way be payable to the trustees of the settlement for the purposes of S.L.A., 1925, or into court.

**Restrictive Covenant not Registered as Land Charge**—Liability of Covenantor.

*Q.* 2188. A, a builder, on the 25th July last, sold a house and shop to B, subject to reservations, restrictions, exceptions, conditions, intents, covenants and agreements contained in the conveyance of the land to A, and also subject to the condition that only the business of a confectioner, hardware and haberdashery dealer should be carried on upon the premises conveyed, and B entered into a covenant with A to observe and perform the said reservations, restrictions, exceptions, conditions, intents, covenants and agreements therein referred to and to indemnify the vendor therefrom and from all claims for damages in respect of any future breach, non-observance or non-performance thereof. There is no land charge registered against B, and as B is selling goods outside those provided for and in competition with a shop adjoining belonging to A, will A have a right of action against B for breach of covenant or for an injunction, seeing there is no land charge registered ?

*A.* The L.C.A. and L.P.A., 1925, contain nothing to affect the liability of the actual covenantor. A's right to obtain an injunction against B depends on facts not made quite clear in the question. If the trade B is carrying on infringes only the covenant which A entered into when the property was conveyed to the latter, A's right against B is one of indemnity only, and he can only take proceedings against B if proceedings are taken against him (A) or at any rate, not till such proceedings are threatened: *Reckett* v. *Cody* [1920] 2 Ch. 452. If, however, the trade B is carrying on infringes additional restrictions imposed by A, it is considered that the covenant, if it follows the terms set out in the question, would construe, as far as such additional trade is concerned, as an absolute obligation on the part of B which A could enforce by injunction.

**Charge of Life Policies by Equitable Deposit**—Deed of Arrangement by Depositor—Rights of Parties.

*Q.* 2189. A purchased freehold property and mortgaged it to B. He handed to B certain industrial assurance policies for him to hold by way of further security for his mortgage advance. A entered into a deed of arrangement with his creditors. What are the rights and positions respectively of B and the trustee under the deed of arrangement in relation to the industrial assurance policies ? Is B entitled to surrender them and retain the money against the mortgage principal ? Can the trustee demand them from B ? Can B make the trustee surrender them and pay the money to B ?

*A.* As the deposit of the policies is not an assignment within the Policies of Assurance Act, 1867 (30 & 31 Vict., c. 144) (*Spencer* v. *Clarke*, 9 Ch.D. 137), priority as between B and the trustee will not be regulated by s. 3 of that Act, but will depend upon whether the trustee had, or had not, notice of the equitable deposit, actual or constructive. Presumably he had notice owing to the custody of the policies. We do not think that the office would accept a surrender from B without the consent of A and/or the trustee, who doubtless has given notice of his assignment (*Crossley* v. *City of Glasgow Life Assurance Co.*, 4 C.D. 421; *Webster* v. *British Empire Mutual Life Assurance Co.*, 15 C.D. 169). We consider that he would require the assistance of the court to effect a surrender or to force the trustee to surrender them for his benefit. If the trustee had notice of the deposit (and it is difficult to avoid the conclusion that he must have had notice) then B cannot be made to disgorge the policies except upon redemption.

# Notes of Cases.

## High Court—King's Bench Division.

**United Kingdom Advertising Co. Ltd.** *v.* **Whiting and Another.** Wright, J. 19th March.

COMPANY — SALE OF SHARES IN CINEMA COMPANY — INDEMNITY BY VENDOR AGAINST OUTSTANDING LIABILITIES — LIABILITY FOR PROPORTIONATE INCOME TAX NOT COVERED.

The plaintiffs in this action, United Kingdom Advertising Co., Ltd., agreed orally on the 31st July, 1928, to purchase from the defendants, George H. Whiting and F. Pederzoli, their shares and interests in the Grand Palace (St. Albans) Cinema Co., Ltd. It was a term of the agreement that in consideration of the purchase the defendants should undertake and guarantee to pay and indemnify the plaintiffs against all outstanding liabilities of the company up to the date of the completion of the purchase. The indemnity was contained in a letter of the 31st July, 1928, signed by the defendants, in the following terms: "In consideration of your company having purchased this day our shares and interests in the above company, we undertake and guarantee to pay and indemnify you against all outstanding liabilities of the company up to the date of the completion . . ." The purchase was completed on the 2nd August, 1928, and there was at that date a liability of the cinema company to the Inland Revenue in respect of income tax and property tax for the period from the 6th April, 1928, to the 2nd August, 1928, amounting to £215 5s. 7d. The plaintiffs claimed that the letter of indemnity covered that sum. The defendants pleaded that the tax was not an "outstanding liability" within the meaning of the indemnity.

WRIGHT, J., said that the question which he had to determine was whether the words "all outstanding liabilities" covered the payment in respect of the proportionate income and property tax. He felt quite sure that if the parties had intended that they would have said so in precise words. In his judgment "outstanding liabilities" was intended to cover and did cover definite ascertained debts of the company which for some reason had escaped the notice of the parties, but those words did not include a liability which would not accrue for some considerable time and in respect of which no payment was due from anybody until a very remote date, and when the amount of that payment must depend upon various computations. The plaintiffs' claim would be dismissed, with costs.

COUNSEL: *Frederick Grant*, for the plaintiffs; *Cartwright Sharp*, for the defendants.

SOLICITORS: *Norman Hart & Mitchell; Beardall & Co.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

**Trotter and Another** *v.* **Louth and Another.** Horridge, J. 20th March.

LANDLORD AND TENANT—LEASE—COVENANT FOR QUIET ENJOYMENT—BREACH—COMPLIANCE WITH DANGEROUS STRUCTURE NOTICE—LONDON BUILDING ACT, 1930 (21 & 22 Geo. 5, c. 158) s. 214.

The plaintiffs in this action, Dorothy Trotter and The Hon. Ralph Edward Gathorne-Hardy, claimed from the defendants, Marie Ethel, Baroness Louth, and Sir Evan Vincent Evans, damages for alleged breach of covenant and trespass in the following circumstances. The plaintiff Trotter was the lessee of the second and third floors of the premises at 13A, George-street, and 39A, Maddox-street, London, of which the defendants were the lessors. The second floor was used for exhibition purposes for works of art, and the third floor was sub-let by the first defendant to the second defendant, and was used for residential purposes. The complaint of both plaintiffs was that in July, 1929, in breach of the lessors' covenant for quiet enjoyment, the defendants, by their servants or agents, entered the premises of the plaintiffs and proceeded to carry out alterations and repairs to the walls and floors. The plaintiffs alleged that the premises were thereby rendered unfit for exhibition and residential purposes. The defendants pleaded that they had to comply with a dangerous structure notice under the London Building Acts, and that the entry and acts complained of were occasioned in complying with that notice. They counter-claimed for £258 10s. 4d., being half the cost of complying with the notice, which they alleged the defendant Trotter had agreed to pay.

HORRIDGE, J., said that the dangerous structure notice was to deal with the whole building, and the only persons who could do that were the defendants. There was no liability created by the notice on the part of the occupiers. There were, however, provisions with regard to the right of entry contained in the Statute, and, apart from those provisions, there was no such right. He did not think that the notice provided any protection at all for the defendants. Section 192 of the London Building Act, 1898 (now s. 214 of the Act of 1930) showed quite conclusively that without that section there would be no power of entry; but the defendants had not availed themselves of that section. Judgment for the plaintiffs on the claim and on the counter-claim.

A stay of execution was granted.

COUNSEL: *Croom-Johnson*, K.C., *Robert Fortune*, and *G. Cameron*, for the plaintiffs; *du Parcq*, K.C., and *C. Gallop*, for the defendants.

SOLICITORS: *Gordon, Dadds & Co.; Strong & Co.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

**Martin** *v.* **E. W. Perry and Daw.** Charles, J. 26th March.

PRINCIPAL AND AGENT—ESTATE AGENT—ALLEGED SALE OF TOBACCO BUSINESS—DEPOSIT PAID TO AGENT—SALE NOT COMPLETED—CLAIM TO DEPOSIT BY OWNER OF BUSINESS—AGENTS' COUNTER-CLAIM FOR COMMISSION.

The plaintiff in this action, a tobacconist, being desirous of disposing of the business and goodwill, put the matter in the hands of the defendants, estate agents. The defendants introduced to the plaintiff one Robinson, who entered into a contract with the plaintiff to purchase his business, and paid a deposit of £120 to the defendants. Robinson failed to complete the purchase. The plaintiff now claimed the £120 deposit paid to the defendants for and on his behalf by Robinson. The defendants admitted receiving the £120 as the plaintiff's agents, but claimed to set off a sum of £135 commission due to them from the plaintiff on an alleged sale by them to Robinson on the 15th April, 1929, of the plaintiff's business, goodwill, fixtures, fittings and stock. They based their claim to commission on the following letter from them to the plaintiff on the 18th February, 1929: "Referring to our interview to-day, we write to confirm that you are prepared to accept for the lease, goodwill, fixtures, and fittings, of these businesses . . . the sum of £2,400, and that on a sale being effected, you are prepared to allow us a commission of 5 per cent. on the first £1,000 and 2½ per cent. on the balance of the total purchase price . . ."

CHARLES, J., said that the agreement between the parties was to be found in the letter of the 18th February. The material words were "on a sale being effected." Counsel for the plaintiff relied on the decision in *James* v. *Smith* (unreported), heard on the 7th June, 1921. The words to be construed in that case, "if the business is sold at this figure," differed little from those in the present case. In his opinion that decision covered this case. It must be shown that a contract of purchase was signed by a person able and willing to complete. The burden of showing that lay upon the defendants, the estate agents, and on that issue no evidence had been adduced before him. Judgment for the plaintiff on the claim and on the counter-claim.

COUNSEL: *J. D. Casswell*, for the plaintiff; *F. W. Beney*, for the defendants.

SOLICITORS: *Burton & Son; Kenneth Brown, Baker, Baker.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

# Correspondence.

## "Summary Justice."

Sir,—I was interested in your contributor's very vigorous exposition of the faults of summary justice, though I do not agree with much that he says.

The weakness of the case presented by your contributor is that, while denouncing the faults of the present system of administration of justice in the provinces, he does not prove the benefits of a system of stipendiary magistrates.

His complaint as to the present system, is, I think, of the ignorance of law of the "amateur magistrate" and his clerk.

Admittedly, the present system does leave much to be desired: the lay magistrate does not know his law. But your contributor has an unusually low opinion of the legal knowledge of the clerk and of the intelligence of the justice.

May I state two points in favour of the present system:—

First, it is unusual, at the least, for a raw magistrate to have much say in the decisions of a bench. Generally, as a newcomer, he has to take a very minor place, and leave the brunt of the decisions to his more experienced colleagues. Furthermore, the idiosyncrasies of one man are not given much play, as a rule, where there are other voices in a decision. Such is not the case with a single stipendiary.

Secondly, courts of summary jurisdiction are not often called upon to deal with involved questions of law, but they are continually called upon to administer a good deal of common sense, worldly wisdom, and local knowledge. In this, they are assisted by a local solicitor, who has, generally speaking, been trained in a magistrates' clerk's office from his youth up, and is, in fact, steeped in that branch of law. Moreover, with every deference to counsel, the training of a solicitor is more compatible with the handling of the variety of cases which come before a bench, than is that of a barrister. A solicitor is brought into daily contact with many classes of society, many types of men. The opinions sometimes expressed by counsel occasionally give the impression that their knowledge of the problems of life is a little academic.

A system of stipendiary magistrates touring the counties would seem to be somewhat analogous to the county court system, and therefore, perhaps, a comparison is not out of place.

I wonder how many of your readers have met with the following types of county court judge:—

(1) The type which regularly arrives an hour and a half late, keeping a large number of unfortunate counsel, solicitors, litigants and witnesses from their work.

(2) The type which takes the handling of a case out of counsel's or solicitor's hands, asks a few leading questions, makes a quick decision and calls the next case.

(3) The type which has a "bee in its bonnet," and gives scant consideration to the evidence of certain witnesses, because they belong to some particular profession, etc.

(4) The unfortunate judge who vainly struggles with immense numbers of cases, often far beyond the capacity of one man to handle.

These are but few instances among many. Since the system which your contributor propounds is so closely analogous to this one, can he suggest a solution for these and other similar difficulties, which will, without doubt, assail his system, should it ever come into being.

One can forgive an occasional mistake in law (I have known a man sentenced at assize in a case in which the statutory limit of six months for prosecution was exceeded by nearly two months), but the idiosyncrasies of one man let loose on his neighbours are a positive nuisance.

Finally, may I ask your contributor to explain the anomaly which would arise when Mr. Brown is not permitted to fine his neighbour five shillings, but may levy £20 on him for rates; when Mr. Brown may sit in Parliament and help to pass complicated statutes for the embarrassment of His Majesty's faithful subjects, yet may not take part in the smallest way in the administration of those laws. For Mr. Brown is in each case an arbiter of fact and not of law, an administrator of a policy of action, who must in all cases have the assistance of skilled men if he is to carry out the principles of self government.

April. COUNTRY SOLICITOR.

Sir,—As a clerk to justices of a good many years' standing I ask leave to add my mite to the chorus which your "contribution" under the above heading must call forth. The difficulty in dealing with such an extravaganza is to know where to begin.

I will deal very briefly with the treatment meted out to my own office and profession. To the readers of a professional journal it is hardly necessary to explain that clerks to justices are not selected from the smaller or less reputable firms of the district nor need one suggest that, even in the provinces, the capacity to master petty sessional law is not far to seek. The clerk who knows his business (and I have yet to encounter one who does not) is ever alert to detect the first tendency of his bench to stray from the highways of the law. Their honour is his, and he is responsible, not only to them, but also to his professional brethren of the neighbourhood who will not be slow to detect and remind him of any slip.

The justices of the seven or eight county benches with which I am most familiar are men of all sorts and conditions, from an ex-leader of the Bar to an artizan. Admittedly the method of their appointment is, and always has been, illogical and, in its political aspects, almost indefensible. But—*it works*.

The modern tendency towards large benches, while detracting to some extent from the dignity of the court and involving a good many retirements for consultation, results in the bench exercising very much less the functions of a judge than those of a jury. Generally one or more justices know the defendant and the witnesses—one or more are as likely as not to have special knowledge of facts which bear upon the attendant circumstances of the case. Law, for the moment, apart, their decisions represent a considerable measure of collective intelligence and responsibility, while the fact that they are drawn from all strata of society affords protection against interested or "class" verdicts.

And, above all, they are patient. They do aim, in the vast majority of cases with success, at elucidating all the facts of the case, and particularly those which may bear in favour of the defendant. Unpaid, they willingly spend an hour over a case which a Metropolitan court would have disposed of in ten minutes. Again and again one has heard, directly or indirectly, how much the sting of an adverse verdict is mitigated to the defendant by the feeling that he has at least had a fair hearing. Those who would see justice in peril should seek it, not in the courts of the "great unpaid," but in those of the overworked and hustling stipendiary.

Admittedly they make mistakes. I have myself financed, under the rose, a successful appeal against a decision of the court which I was advising, in a case of a serious charge in which due weight had not been given to a possible innocent interpretation of the facts. But all one's experience is that in the main they do administer justice. One of the best magistrates I have known knew nothing of law, but was a good judge of men, had a remarkable discrimination in the acceptance of evidence, and was always alive to the "humanities" of the case. One of the worst was a Chancery barrister, who devoted himself to a sort of heresy hunt for minute irregularities in the drafting or service of a summons.

Well, no doubt it is all very out of date. Rationalisation is the order of the day, and why not rationalise the Commission of the Peace. Then we shall see the new stipendiary (with his "proper clerk," *bien entendu*) hustling from court to court. We shall (oh! so respectfully) listen while he administers the

new brand of summary justice, scientific, faultless, "icily regular." Our old friends and rogues Tom, Dick and Harry may grumble as they push with us out of the court, but what of that? Here, at a cost, is a new career open to the surplus talent of the Bar.

April. "RUSTICUS."

# Parliamentary News.

## House of Commons.

## Questions to Ministers.

### INCOME TAX (DISTRAINT).

Mr. PHILIP OLIVER asked the Chancellor of the Exchequer whether he is aware that it is the practice of the revenue authorities on occasion to distrain upon the goods of a lodger in respect of the landlords' Income Tax assessed under Schedule A; and will he consider introducing a clause in this year's Finance Bill to prevent this practice?

Mr. PETHICK-LAWRENCE: I am having this matter looked into.

### TOWN AND COUNTRY PLANNING BILL.

Captain BOURNE asked the Minister of Health if he will issue a White Paper showing which parts of the Town and Country Planning Bill are the consolidation or re-enactment of existing legislation, which parts amend the present law, and which parts introduce new proposals?

Miss LAWRENCE: My right hon. Friend will consider the issue of a White Paper, which will give these particulars, though he fears it may not be practicable to do this before the Second Reading of the Bill.

### BETTING LAWS.

Mr. C. WILLIAMS asked the Prime Minister if he is yet in a position to state the policy of the Government in connexion with the state of the betting laws; and if he proposed to find time for legislation dealing with this matter?

Mr. THOMAS: The present policy of the Government, in view of the highly controversial nature of this topic, is to examine carefully all proposals to vary the law in one direction or another. Unless and until specific proposals have been formulated, the second part of the question cannot arise.

### PATENT MEDICINES (COMMITTEE'S REPORT).

Dr. HASTINGS asked the Financial Secretary to the Treasury whether he will order the reprinting of the report of the Select Committee on Patent Medicines, 1914.

Mr. PETHICK-LAWRENCE: The cheap edition of the report of the Select Committee on Patent Medicines, 1914, has been out of print for some years, and there is no evidence before me that there is a substantial demand to justify a reprint. The full edition, containing the proceedings and minutes of evidence, is still available.

### NATIONAL PARKS (COMMITTEE'S REPORT).

Mr. VAUGHAN asked the Minister of Agriculture whether he is now able to give the date when the committee's report upon national parks will be published; and whether he will take steps to accelerate the report.

Dr. ADDISON: I can assure my hon. Friend that every possible step is being taken to expedite the final preparation of this report, and I hope that it will be ready at a very early date.

### INCOME TAX (SWEEPSTAKE WINNINGS).

Captain P. MACDONALD asked the Chancellor of the Exchequer whether it is proposed to assess for income tax winnings in the Irish Hospital Sweepstake received by persons resident in this country.

THE FINANCIAL SECRETARY TO THE TREASURY (Mr. Pethick-Lawrence): No, sir. Winnings of this nature are as such outside the scope of the Income Tax Acts.

A UNIVERSAL APPEAL.

TO LAWYERS: FOR A POSTCARD OR A GUINEA FOR A MODEL FORM OF BEQUEST TO THE HOSPITAL FOR EPILEPSY AND PARALYSIS, MAIDA VALE, W.9.

# Legal Notes and News.

## Honours and Appointments.

The Board of Trade have appointed Mr. REGINALD BETTS to be Official Receiver in Bankruptcy at Newcastle-on-Tyne from 20th April in succession to Mr. R. K. Clark, who has been promoted.

Mr. GILBERT DEWAR, solicitor, 265 Strand, W.C., has been appointed Commissioner for Oaths for New Zealand and all Provinces of Australia except Victoria.

Sir WILLIAM HART, solicitor, has been elected President of the Sheffield Law Society. Sir William recently resigned the office of Town Clerk of that city.

Mr. DAVID LLEWELLYN, solicitor, Bridgend and Ogmore Vale, has been elected President of the Bridgend and District Law Society.

Mr. MAURICE ARTHUR MATTHEW, solicitor, Registrar of the County Courts of Exeter, Torquay, Newton Abbot and Totnes, has been appointed also Registrar of the County Court of Okehampton.

## Professional Announcements.

(2s. per line.)

Messrs. MARKBY STEWART and WADESONS, solicitors, 5, Bishopsgate, E.C.3, have taken into partnership Messrs. FREDERIC GORDON PETCH and CLAUDE ALAN CHILTON, the latter of whom has been associated with the firm for many years. The name of the firm will remain unchanged.

### SUMMER TIME.

Summer time will come into force at 2 a.m. on Sunday, 19th April. All clocks and watches should be put forward one hour during the night of Saturday-Sunday.

### AUSTRALIAN MUTUAL PROVIDENT SOCIETY.

The manager of the London Branch advises having received a cable from his head office in Sydney, giving brief particulars of the annual report as at 31st December, 1930:—

Assets: £83,216,172, an increase of £5,437,117.

Annual Income: £11,827,612, compared with £11,377,267 for the previous year.

Special Investment Reserve has been increased by no less a sum than £450,000, and now amounts to £1,250,000, while £270,000 has been set aside for taxation purposes.

After making the usual stringent net premium valuation at 3 per cent. the sum of nearly £3,000,000 is available for division among the participating policy-holders in the Ordinary Department, which represents about 51.8 of the premiums paid. This sum will provide reversionary bonuses of approximately £5,000,000.

### SOLICITOR JOINS POLICE FORCE.

A fully qualified solicitor has, says the *Sunday Express*, joined the Metropolitan Police Force as a constable. Having passed the Final Examination of The Law Society he came to the conclusion that the prospects were not up to expectation; he decided to join the force. As a recruit he is, we understand, now doing street duty and "enjoying the experience."

# Court Papers.

## Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

| DATE | EMERGENCY ROTA. | APPEAL COURT No. 1. | MR. JUSTICE EVE. Non-Witness. | MR. JUSTICE MACGRAM Witness Part II. |
|---|---|---|---|---|
| M'nd'y April 20 | Mr. Andrews | Mr. Blaker | Mr. Ritchie | Mr.*Jolly |
| Tuesday ... 21 | Jolly | More | Blaker | *Ritchie |
| Wednesday 22 | Hicks Beach | Ritchie | Jolly | *Blaker |
| Thursday . 23 | Blaker | Andrews | Ritchie | Jolly |
| Friday .... 24 | More | Jolly | Blaker | *Ritchie |
| Saturday .. 25 | Ritchie | Hicks Beach | Jolly | Blaker |

| DATE | MR. JUSTICE BENNETT Witness Part I. | MR. JUSTICE CLAUSON, Witness Part II. | MR. JUSTICE LUXMOORE Witness Part I. | MR. JUSTICE FARWELL. Non-Witness. |
|---|---|---|---|---|
| M'nd'y April 20 | Mr. Blaker | Mr.*More | Mr.*Andrews | Mr. Hicks Beach |
| Tuesday ... 21 | *Jolly | *Hicks Beach | More | Andrews |
| Wednesday 22 | Ritchie | *Andrews | *Hicks Beach | More |
| Thursday . 23 | *Blaker | More | Andrews | Hicks Beach |
| Friday .... 24 | Jolly | Hicks Beach | *More | Andrews |
| Saturday .. 25 | Ritchie | Andrews | Hicks Beach | More |

*The Registrar will be in Chambers on these days, and also on the days when the Courts are not sitting.

The WHITSUN VACATION will commence on Saturday, the 23rd day of May, 1931, and terminate on Tuesday, the 26th day of May, 1931, inclusive.

## EASTER SITTINGS, 1931.

COURT OF APPEAL.

IN APPEAL COURT NO. I.

Tuesday, 14th April—Exparte Applications, Original Motions, Interlocutory Appeals from the Chancery and Probate and Divorce Divisions, and, if necessary, Chancery Final Appeals.

Wednesday, 15th April—Chancery Final Appeals until further notice.

IN APPEAL COURT NO. II.

Tuesday, 14th April—Exparte Applications, Original Motions, Interlocutory Appeals from the King's Bench Division, and, if necessary, "Wilson v. Taylor" Chancery Final Appeal No. 2.

Wednesday, 15th April, and until further notice—Final Appeals from the King's Bench Division.

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

Group I.—In Causes and Matters assigned to Mr. Justice EVE, Mr. Justice MAUGHAM and Mr. Justice BENNETT.

Before Mr. Justice EVE.
(The Non-Witness List.)

Mondays ... Chamber Summonses.
Tuesdays ... Short Causes, Petitions, Further Considerations and Adjourned Summonses.
Wednesdays Adjourned Summonses.
Thursdays .. Adjourned Summonses. Lancashire Business will be taken on Thursdays, the 23rd April and 7th May.
Fridays .... Motions and Adjourned Summonses.

N.B.—The last motion day of the Sittings will be Thursday, May 21st.

Before Mr. Justice MAUGHAM.
(The Witness List. Part II.)

Mr. Justice MAUGHAM will sit daily for the disposal of the List of longer Witness Actions.

Before Mr. Justice BENNETT.
(The Witness List. Part I.)

*(Actions, the trial of which, cannot reasonably be expected to exceed 10 hours.)*

Mondays ... Companies (Winding up) Business.
Tuesdays, Wednesdays, Thursdays, Fridays .... The Witness List. Part I.

Group II.—In Causes and Matters assigned to Mr. Justice CLAUSON, Mr. Justice LUXMOORE and Mr. Justice FARWELL.

Before Mr. Justice CLAUSON.
(The Witness List. Part II.)

Arrangements will be made in the course of the Sittings to try some of the Actions in this List.

Before Mr. Justice LUXMOORE.
(The Witness List. Part I.)

*Actions, the trial of which cannot reasonably be expected to exceed 10 hours.)*

Mondays ... Bankruptcy Business.
Tuesdays, Wednesdays, Thursdays, Fridays .... The Witness List. Part I.

Bankruptcy Judgment Summonses will be taken on Mondays, the 20th April and 11th May.

Bankruptcy Motions will be taken on Mondays, the 27th April and 18th May

Before Mr. Justice FARWELL.
(The Non-Witness List.)

Mondays ... Chamber Summonses.
Tuesdays ... Motions, Short Causes, Petitions, Procedure Summonses, Further Considerations and Adjourned Summonses.
Wednesdays Adjourned Summonses.
Thursdays .. Adjourned Summonses.
Fridays .... Motions and Adjourned Summonses.

A Divisional Court in Bankruptcy will sit on Monday the 4th May.

## THE COURT OF APPEAL.

A List of Appeals for hearing, entered up to Wednesday, 8th April, 1931.

FROM THE CHANCERY DIVISION.
(Final List.)

Re Partridge, dec Holyoake v Partridge
Wilson v Taylor
Kamdin v Bocarro
Penge Urban District Council v Mayor of Lewisham (not before June 2)
Re Multidoor ld and re Companies Act, 1929
Re Jenkins Jenkins v Davies
Re Watt Hicks v Hill & ors
Re Conyngham Mount Charles v Conyngham
Re Transmutograph ld and re Companies Act, 1929, appl of G Lloyd George & ors from order of Mr Justice Maugham
Re Same & Same cross-appl by the Liquidator
Re Port Westminster Bank ld v Sheard
Re Coueism ld & re Companies Consolidation Act, 1908
Mallards ld v Gibbons Bros "Rotary" Co ld
Re Sheldon Chalton v Macnally & ors
The Public Trustee v McKee

FROM THE COUNTY PALATINE COURT OF LANCASTER.
(Final List.)

Blakey v Trustees of Property of Pendlebury

FROM THE PROBATE AND DIVORCE DIVISION.
(Final List.)

Courage v Courage (Hayward Intervener)
Smith, F M v Smith, S J

FROM THE CHANCERY DIVISION.
(In Bankruptcy.)

Re Anderson, O Expte The Debtor v The Official Receiver and The Trustee
Re a Debtor (No 1194 of 1930) Expte The Debtor v The Petitioning Creditor & the Official Receiver

FROM THE CHANCERY AND PROBATE AND DIVORCE DIVISIONS.
(Interlocutory List.)

Lock v Dobbs
Attorney-Gen v Weeks
Divorce Rugg-Gunn v Rugg-Gunn (Archer Co-Respt)

FROM THE KING'S BENCH DIVISION.
(Final and New Trial List.)

Bunn v Norwich Electric Tramways Co (pt hd) (to be mentioned on April 14)
Bottomley, Revenue Officer, v West Derby Assessment Committee (fixed for April 20)
Same v Same appl of Respondents, the Mersey Docks and Harbour Board (fixed for April 20)
Mersey Docks & Harbour Board v West Derby Assessment Committee (fixed for April 20)
Same v Same (fixed for April 20)
The Administrator of Hungarian Property v Finegold (s.o. for Attorney-Gen)
Bottomley (Revenue Officer) v The Liverpool Grain Storeage and Transit Co ld (fixed for April 20)
Same v Same (fixed for April 20)
Same v The Mersey Docks & Harbour Board (fixed for April 20)
Fordree v Barrell
Wilkinson (Revenue Officer) v Sibley & Donovan (s.o. for Attorney-Gen)
Pilkington Brothers ld v Corbett (Revenue Officer) (s.o. for Attorney-Gen)
Beal (Revenue Officer) v H Pooley & Son ld (s.o. for Attorney-Gen)
Same v Williams & Watson ld (s.o. for Attorney-Gen)
John H Wetherall & Co ld v The London Assce (not before April 29)
The King (on the prosecution of John More) v The Registrar of Companies (s.o. for Attorney-Gen)
James v Dunlop
Clark v Mawby
Alexander v Union Cord Storage Co ld
Morgan v F G Swales & Co ld
Ward v Marconi's Wireless Telegraph Co ld
Same v Same
Clifton v Weil & ors
Same v Same
Same v Same
Same v Same
United Kingdom Advertising Co ld v Whiting
Johnson v Johnson & Phillips ld
Schauer v Webster
South African Reserve Bank v M Samuel & Co
Cullman v Brandon
Widnes Foundry (1925) ld v Cellulose Acetate Silk Co ld

FROM THE KING'S BENCH DIVISION.
(Revenue Paper—Final List.)

Hunter (Inspector of Taxes) v Dewhurst
Stedeford (Inspector of Taxes) v Beloe
Municipal Mutual Insce Co ld v Hills (Inspector of Taxes)
Brotex Cellulose Fibres ld v Commrs of Inland Revenue
Keren Kayemeth Le Jisroel ld v Same
Hamilton v Commrs of Inland Revenue

(Interlocutory List.)

Thomas Hirst & Co v Nitrate Producers' Steamship Co ld
Mortimer v The Universal Wire Tying Co ld

FROM THE ADMIRALTY DIVISION.
(Final List.)
With Nautical Assessors.

Bremen—1930—Folio 173 Owners of ss British Grenadier v Owners of ss Bremen
Re Same Same v Same
Glittre—1929—Folio 232 Owners of ss Lady Lewis v Owners of ss Glittre
Fiumana—1930—Folio 86 Owners of ss Bullmouth v Owners of ss Fiumana

RE THE WORKMEN'S COMPENSATION ACTS.
(From County Courts.)

Edwards v Penrikyber Colliery Co ld
White v The Leicestershire Colliery & Pipe Co ld
Jones v The Blaenavon Co ld
Roberts v Gregson
Geary v Matthew Brown & Co ld
Mutcham v F W Gentle & Son
Winfield v London Midland & Scottish Ry Co

Standing in the "ABATED" List.

FROM THE CHANCERY DIVISION.
(Final List.)

Re Companies Act, 1929 Re Gow, Wilson & Stanton ld (s.o. generally)

FROM THE KING'S BENCH DIVISION.
(Final List.)

African Selection Trust ld v Came (s.o. generally)

(Interlocutory List.)

Selfridge Provincial Stores ld v Financial Telegraph and ors (s.o., pt hd, liberty to apply)

FROM THE PROBATE AND DIVORCE DIVISION.

Blake, F G v Blake, M T (Morris Co-respondent) (stayed until payment of damages into Court)

### HIGH COURT OF JUSTICE—CHANCERY DIVISION.
Set down to 8th April, 1931.

GROUP I:—In Causes and Matters assigned to Mr. Justice EVE Mr. Justice MAUGHAM and Mr. Justice BENNETT.

GROUP II:—In Causes and Matters assigned to Mr. Justice CLAUSON, Mr. Justice LUXMOORE and Mr. Justice FARWELL.

### HIGH COURT OF JUSTICE—CHANCERY DIVISION.

For the purpose of securing the more speedy disposition of business and especially of the shorter Witness Actions, the Judges of the Chancery Division are divided into two groups of three each, and there are three lists, namely: The Non-Witness List, the Witness List, Part I, into which the shorter Witness Actions will go, and the Witness List, Part II, into which the longer Witness Actions will go.

GROUP I:—Mr. Justice EVE, Mr. Justice MAUGHAM and Mr. Justice BENNETT.

GROUP II:—Mr. Justice CLAUSON, Mr. Justice LUXMOORE and Mr. Justice FARWELL.

GROUP I.

Mr. Justice EVE will take the Non-Witness business as set out in the Easter Sittings Paper.

Mr. Justice MAUGHAM will take Part II of the Witness List.

Mr. Justice BENNETT will take Part I of the Witness List. Companies (Winding up) business will be taken on each Monday.

GROUP II.

Mr. Justice CLAUSON will take Part II of the Witness List.

Mr. Justice LUXMOORE will take Part I of the Witness List. Bankruptcy business will be taken as announced in the Easter Sittings Paper.

Mr. Justice FARWELL will take the Non-Witness business as set out in the Easter Sittings Paper.

GROUP I.

Before Mr. Justice EVE.

For Judgment.

The Paterson Engineering Co ld v The Candy Filter Co ld
Hartman v Konig

Retained Matters.

Witness List. Part II.

Attorney-General v. G & T Earle ld
Gough-Cook v Gibbons

Further Consideration.

Re Wilson Angus v Wilson

Adjourned Summonses.

Re Pryse's Settlement Lewes v Pryse
Re Slater Slater v Wills
Re Setten Teele v Setten
Re Whitehead Binns v Whitehead
Re Corrie Public Trustee v St. Bartholomew's Hospital
Re Venables Fyfe v Venables
Re Petition of Right of Alfred Edward McClosky (s.o. Attorney-Gen.)
Re Winterbottom Winterbottom v Winterbottom
Re Smith's Mortgage Harrison v Edwards
Re Fox Fox v Fox
Re Foster's Settlement Foster v Foster
Re Bridger Murray-Smith v Bridger
Re Cook Burkitt v Hall
Re Martley Simpson v Bourne
Re Orr-Rollason v Orr
Re Stephens Stephens v Chamberlain
Re Goode Lloyds Bank ld v Goode
Re Harding Harding v James
Re Jenkins' Will Trusts Jenkins v Thomas
Re Wells Hanham v Howard
Re Kemble Nash v Lombardini
Re Kenilworth Court Estates ld
Banque Hypothecaire et Immobiliere Danvers v The Company
Re Lauritzen Trade Mark, No. B, 511,029 and Re Trade Marks Acts, 1905 to 1919
Re Davies Haseldine v Davies
Re Mullins Mullins v Bromfield
Re Evans Jones v Williams
Re Gainsford's Settlement Trusts Reed v Gainsford
Re Wells Shand v Wells
Re Connock Connock v Chapronniere
Re Mountford's Will Trusts Scrivener v Harris
Re Southall Southall v Southall
Re Bury's Settlement Bury v Benson
Re Theobald Public Trustee v Henwood
Re Walker Walker v Soames
Re Jubber Jubber v Clarke
Re Goring & Streatley Amateur Regatta Haig v Boosey
Re Bradshaw Bradshaw v Bradshaw
Re Flint Flint v Seaton
Re Brown Furnival v Brown
Re Calder Elliott v Manley
Re Horsey's Will Trusts Lockett v Oxenham
Re Lockett Lockett v Bagshaw
Re Taylor Taylor v Taylor
Re Holroyd Thornton v Holroyd
Lean v Cooper
Re Stringer Woolgar v Stringer
Re Slade's Will Trusts Slade v Thorpe
Re Watts' Settlement Trusts Coffey v Watts
Corfield v Frenckel
Re Brandon Samuels v Brandon
Re Rollinson Holmes v Dean
Re Veale's Will and Codicil Malone v James
Re Royce Holt-Hughes v Royce
Wilson v Taylor
Kraft v Lovell & Christmas
Re Jones Jones v Cusack-Smith
Re Fulford Midland Bank Executor & Trustee Co ld v Fulford
Re Fletcher Fletcher b Parker

Before Mr. Justice MAUGHAM.

Witness List. Part II.

Re Patents & Designs Acts, 1907-1919 Re Le Rasoir Apollo's Patent No. 239112 (not before 20th April)
Mills & Knight ld v Port of London Authority (s.o. for day to be fixed)
Gliksten v J Gliksten & Son ld (not before Trinity)
Nichol v J W Haylock ld (not before April 16)
Latter v Buckland (not before April 24)
Lloyds Bank ld v Drapery Trust ld (fixed for April 20)
Brown v Brown (not before April 16)
Power's Cinephone Equipment (Parent) Syndicate ld v Majestic Theatres Corpn ld
Same v Same
Hall v Lewis
Re Meadley Marshall v Meadley
Atton v Quaglino (not before April 30)
Eton College v O'Brien's Amusements ld
Mayer v British Automatic Gramophone Co ld (not before April 20)
Re Muhlinghans Muhlinghans v The Administrator of German property (stayed for security—s.o. for Attorney-Gen)
Offord v Offord
Leys Land ld v Cowbridge Rural District Council
Re The Hotel Cecil ld & Re Companies Act, 1929
Re Same & Re Same
Henry A Clegg & Sons v The Phœnix Assce Co ld
Gloucester Corpn v Pearl Assce Co ld
The Magnet Building Society v Angell
The Royal Northern Hospital v Ambrose
Granger v Watney, Coombe, Reid & Co ld
Stanton Estate Co v Fentem
Same v Same
Stelos Re-Knit ld v Ladda-Mend Co ld
Re Benham Benham v Benham
Munro v Behar
Brown v Bruges Bruges v Bruges (restored)
The Calico Printers' Association ld v Textile Paper Tube Co ld
Joseph Robinson & Co ld v Munro
Fitzwilliam v Down
Waring v Foden
Re Powell Powell v Powell (restored)
Port of London Authority v Canvey Island Commissioners
Descombes v Parton
Submarine Signal Co v Henry Hughes & Son ld
Re Burnards (established 1899) ld Burnard v Burnards (established 1899) ld
Re Johnson & Company (wholesale Costumiers) ld and Companies Act, 1929
Wiltshaw & Robinson ld v S Fielding & Co ld

Before Mr. Justice BENNETT.

Witness List. Part I.

*Actions, the trial of which cannot reasonably be expected to exceed 10 hours.*

Dent v Baldwin (fixed for April 21)
Macrae-Gilstrap v Mayne (fixed for April 15)
Re Grater Quelle v Buck (not before April 27)
Cooper v Mitchell
Collins v Giles
Hacolsky v Hartnell
Lotery v Pearl
Hogbin v Farmer
Addis v Crosse
Hadfields (Merton) ld v Seale
Fell v The Derby Leather Co ld
Lepley & Toovey ld v Lepley
Pain v Byrne
Israel v Finegold
Hirst v Coldrick
Mackay v The Technological Institute and Engineering College
Re Carter Watson v Carter
De Pietro v Ponton
Whiteley v Knott
Tigon Mining & Finance Co ld v South Tigon Mining Co ld
Mitchell v Phillips
Minns v Hammond
Re W G Beaumont, dec Hensmans v Beaumont
The Chloride Electrical Storage Co ld v Silvia Wireless Stores
Pattison v Pattison
Same v Same
Re Andrews, infants & re Guardianship of Infants' Acts, 1886 to 1925 (with witnesses)
Libowitch v Watterman
Brtish Medical Association v Marsh
Andrew Baron ld v Sievewright ld
Smith v Hill
Jenvey v Timmins
Slack v Roberts
Re Bennett Peckman v Bennett
Hurlin v Crump
Barnett v Donn
George Hamlett & Sons ld v Delamere
Heward v Merrylees
Kenn v Perry Bury ld
Hoeltschi v Hoeltschi
Bartlett v Tottenham
Hickey v Hickey
Glazounow v The Gramophone Co ld
The Royal Arsenal Co-operative Soc ld v Bater
Shaw v Brodribb
Link's Hotel ld v Thorne
Sevel v Davis
Kay Bros ld v Harcastle
Re Billington & Newton ld and Re Companies Act, 1929
Re Same and Same
Neeson v White
Re Jones Pickup v McKeand (with witnesses)
Davis v Pepper
Re Harlow's question as to certain property and Re Married Women's Property Act, 1882 (with witnesses)
Biddle v Williamson
Burling v Mumford
Risdon v Risdon
Williamson v Clark
Clare v Morgan
Myers v Kreger
Re Bond Bond v Copp
Goldring v Simpson
Howell v Hulley
Re Jones Jones v Jones
Merriman v Rosen
Eyre v Hampstead Borough Council
Young v Moore
Pearce & Sons ld v Lee-Smith
Paul v Calstock Rural District Council
Robins v Moore
Bird v Metcalf
Weatherby & Sons v The Galopin Press ld

CHANCERY DIVISION.

PETITIONS.

Alliance Bank of Simla ld (to wind up-ordered on May 6, 1924, to s.o. generally)
Robert Young's Construction Co ld (same—s.o. from Jan. 20, 1925—liberty to apply to restore)
H A P P Tanning Co ld (same—ordered on June 2, 1926, to s.o. generally)
Dillwyn Colliery Co ld (same—ordered on Oct. 15, 1928, to s.o. generally—liberty to restore)
British Acetate Silk Corporation ld (same—s.o. from Jan. 12, 1931, to April 20, 1931)
Asbestos & Holdings Trust ld (same—ordered on Jan. 14, 1931, to s.o. generally—liberty to apply to restore)
Carcraft ld (same—s.o. from March 16, 1931, to April 27, 1931)
British Indestructo Glass ld (same—s.o. from March 16, 1931, to April 20, 1931)
Fur Fabric Co ld (same—ordered on March 9, 1931, to s.o. generally)
John Knill & Co ld (same—s.o. from Feb. 9, 1931, to April 27, 1931)
Aeonic Radio ld (same—s.o. from March 2, 1931, to April 20, 1931)
H Jacobson & Co ld (same—ordered on March 9, 1931, to s.o. generally)
Sugar Beet & Crop Driers ld (same—s.o. from March 30, 1931, to April 20, 1931)
British & Overseas Constructions ld (same—s.o. from March 30, 1931, to April 20, 1931)
Midland Press Exchange ld same—s.o. from March 16, 1931, to April 20, 1931)
C B B Syndicate ld (same—s.o. from March 23 to April 20, 1931)
W H Dixon & Co ld (same—s.o from March 30, 1931, to April 20, 1931)
Holyhead Trading Co ld (same—s.o. from March 9, 1931, to April 20, 1931)
Alliance Artificial Silk ld (same—s.o. from March 30, 1931, to April 27, 1931)
Johnson & Bolsom ld (same—s.o. from March 23, 1931, to May 4, 1931)
Mirette ld (same—s.o. from March 30, 1931, to April 20, 1931)
Stretford Central Market Co ld (same—s.o. from March 23, 1931, to April 20, 1931)

Walden Syndicate ld (same—s.o. from March 30, 1931, to April 20, 1931)
Robert H Ruddock ld (same—s.o. from March 30, 1931, to April 20, 1931)
Enterprise Manufacturing Co ld (same—s.o. from March 30, 1931, to April 20, 1931)
Pixie Hose ld (same—s.o. from March 30, 1931, to April 20, 1931)
Victoria (London) Property and Commercial Trust ld (same—s.o. from March 30, 1931, to April 20, 1931)
Cowey Engineering Co ld (same—s.o. from March 30, 1931, to April 27, 1931)
C Green ld (same—s.o. from March 30, 1931, to April 27, 1931)
Foreign Trade Publications ld (same—s.o. from March 30, 1931, to April 27, 1931)
Universal Wire Tying Co ld (to wind up)
Provincial Publicity Services ld (same)
Ferrobamba ld (same)
A Turner & Sons (London) ld (same)
Madame Frances ld (same)
Parker Roller Co ld (same)
Visiontone Talking Pictures ld (same)
C M Davies & Co (Gowns) ld (same)
R N Bell & Co ld (same)
Francis Napier (London & Paris) ld (same)
Tomusto (1930) ld (same)
Radio Theatres ld (same)
Marina Theatre ld (same)
Vulcan Motor & Engineering Co (1906) ld (same)
Mason's Shops ld (same)
Sentry Safety Control Syndicate ld (same)
Record Manufacturing Co ld (same)
Waxed Bags ld (same)
Colour-Animation Advertising (Great Britain) ld (same)
Woodstock ld (same)
Queens Tennis Club (Forest Hill) ld (same)
Auto Made Sales ld (same)
Direct Automatic Sales ld (same)
Paul Ruinart (England) ld (to confirm reduction of capital)
British Woollen Cloth Manufacturing Co ld (to confirm reduction of capital—ordered on Dec 8 1930 to s.o. generally—liberty to restore)
Bridges & Co ld (to confirm reduction of capital)
G Hinchliffe & Co ld (same)
Robert Farrow & Co ld (same)
John H Fleming & Co ld (same)
Whitmores (Edenbridge) ld (same)
United Motors ld (same)
Garner & Somerford ld (same)
Airedale Collieries ld (same)
F A Aykroyd & Co ld (same)
James Baldwin & Sons ld (same)
Capitol (Winchmore Hill) ld (same)
London Cemetery Co ld (same)
Sainsbury's Drapery & Furnishing Stores ld (same)
Garland Investment Trust ld (same)
Wooler Live Stock Auction Mart Co ld (same)
London Produce Clearing House ld (same)
Kadur Tea & Produce Co ld (same)
Extract Wool & Merino Co ld (same)
National Institute for the Blind (to confirm alteration of objects)
Hampstead Garden Suburb Institute (same)
Debenture Corporation ld (to confirm alteration of objects—s.o. from March 30 1931 to April 20 1931)
Chester Queen Railway Hotel Co ld (to confirm alteration of objects)
Royal Mail Steam Packet Co (to sanction scheme of arrangement—s.o. from March 31 1931 to April 14 1931)
British Feeding Meals & Milk Products Co ld (to sanction scheme of arrangement and confirm reduction of capital)

Motions.

John Dawson & Co (Newcastle-on-Tyne) ld (s.o. generally by consent)
S Jacobs & Co ld (ordered on March 15 1921 to s.o. generally)
H C Motor Co ld (ordered on July 5 1921 to s.o. generally)
R Maurice & Co ld (ordered on April 5 1927 to s.o. generally)
Paul Cheyney ld (ordered on Oct 14 1930 to s.o. generally—liberty to restore)
South Brazilian Railways Co ld
Metduro ld

Adjourned Summonses.

Vanden Plas (England) ld (with witnesses—parties to apply to fix day for hearing)
Fairbanks Gold Mining Co ld (ordered on July 26 1921 to s.o. generally)
Blisland (Cornwall) China Clay Co ld (ordered on Dec 16 1921 to s.o. generally)
French South African Development Co ld Partridge v French South African Development Co ld (ordered on April 2 1914 to s.o. generally pending trial of action in King's Bench Division)
Economic Building Corpn ld (with witnesses) (ordered on July 3 1923 to s.o. generally)
Economic Building Corpn ld (ordered on July 3 1923 to s.o. generally)
Atkey (London) ld (ordered on Jan 22 1924 to s.o. generally)
Direct Fish Supplies ld (ordered on Feb 3 1925 to s.o. generally)
Norman Wright & Barrett ld (appln of Founders Trust and Investment Co ld—ordered on March 18 1930 to s.o. generally—liberty to restore)
City Equitable Fire Insce Co ld (appln of Liverpool & London and Globe Insce Co ld—ordered on April 8 1930 to s.o. generally—liberty to restore—retained by Mr. Justice Maugham)
Blyth Shipbuilding & Dry Docks Co ld (appln of R S Dagleish—with witnesses)
William Pretty & Sons ld (appln of F H Fletcher—with witnesses—ordered on Jan 27 1931 to s.o. generally—liberty to apply to restore)
Same (appln of M M Macnamara—with witnesses—ordered on Jan 27 1931 to s.o. generally—liberty to apply to restore)
Foundation Co ld British Steamship Investment Trust ld v Foundation Co ld (appln of United Steel Co ld—ordered on March 2 1931 to s.o. generally—liberty to apply to restore)
Linen & Artsilk ld (appln of E Pinhey & ors)
Same (appln of W H Latchford—ordered on March 9 1931 to s.o. generally—liberty to apply to restore)
Little Wadhurst Farm ld (appln of Liquidator—with witnesses)
Linen & Artsilk ld (appln of S C Gray—with witnesses)
Same (appln of F E Matheson—with witnesses)
MacArthurs Pure Food Co ld (appln of Liquidator—with witnesses)
Robert Crooks ld (appln of Liquidator—with witnesses)
M Brown & Sons (Croydon) ld (appln of S Brown and anr—with witnesses)
M Brown & Sons (Bournemouth) ld (appln of S Brown & anr—with witnesses)
Reynolds Builders Supplies ld (appln of S Brown and anr—with witnesses)
Throgmorton Press ld (appln of Zeffertt & Heard)
George Elliot & Co ld (appln of F H Leech)
Agricultural Wholesale Society ld (appln of Basic Slag and Phosphate Co ld —with witnesses)
George Shaw & Co ld (appln of S Marshall & anr)
United Citizens Investment Trust ld (appln of Liquidator—with witnesses)

GROUP II.

Before Mr. Justice CLAUSON.

WITNESS LIST. PART II.

*Arrangements will be made in the course of the Sittings to try some of the following Matters:—*

Gill v Town Investments ld
Indemnity Service ld v Palatine Industrial Finance Co ld (not before April 27)
Williams v Hill
Burrow v Williams
G Ricordi & Co (London) ld v Clayton (restored)
Jolliffe v British Automatic Gramophone Co ld (s.o. until after trial of No. 14 in Mr. Justice Maugham's List)
Associated Automatic Machine Corpn ld v White
Associated Automatic Machine Corpn ld v Weigall
Hayman v Johnson & Partners ld
Wildey v Freeman
Re Trade Mark Acts 1905 to 1919 (appln by Magdalena Securities ld No. 504299 Opposition by Low Temperature Carbonisation ld No. 8749)
Mullard v Eaton
Le Mottee v Blow
Plumbly v Johnson
Dewrance v Attwoods ld
Loewenstein v The British Foreign and Colonial Corpn ld
Barr v Hearsey
Hatton v Barclays Bank ld
Symes v Symes
Waring v Booth Crushed Gravel Co ld
Clitherow v Kayll
Petroleum Options (1925) ld v Venezuelan Consolidated Oilfields ld
British Legion v British Legion Club (Street) ld
Sherwood v Light
Re Sweetman Sweetman v Harvey
Davies' Trustee v Davies
Marconi's Wireless Telegraph Co ld v Lissen ld
Attorney-General v Pratt
Chef Peas ld v E Lazenby & Son ld

Before Mr. Justice LUXMOORE.

(For Judgment.)

WITNESS LIST. PART II.

Samuelson v Producers' Distributing Co ld

(For Mr. Justice BENNETT).

WITNESS LIST. PART II.

The British Hartford-Fairmont Syndicate ld v Jackson Bros (Knottingley) ld (to April 22)

(Mr. Justice LUXMOORE's List.)

WITNESS LIST. PART I.

*Actions, the trial of which cannot reasonably be expected to exceed 10 hours.*

Homesteads ld v Woodford
Russell v Horsham Urban District Council
John Long ld v British International Pictures ld
Styles v R W Crosthwaite ld
Harrison's Trustee v Minchinton
The Westhoughton Consumers Gas Co v The Hulton Colliery Co ld
Drew v H J Tench & Co
Jackson v Clifford
Peters v Chance
Hammond v Slye
Nutt v Howse
Frederica Hudson ld v Kluman
No 108 Jermyn Street ld v Berens
Digges v Diss Publishing Co ld
Cooper v Pilkington
Crane v Crane
Hector Power ld v Sykes
Rudiesky v Kisburg
Porn v Olsvanger
Gaskell v Warrilow
Blois v Blois
Cressall v Houghton
Mackson v W H Hudson & Co (Leeds) ld
Re Littleton Hall v Littleton (with witnesses)
Hearts of Oak Assce Co ld v Attorney-General (fixed for April 14)
Abbott v Abbott
Derwent Mills ld v John Foster and Sons ld
Bucklow v Chapman
G E Barton ld v Emery
Johnston-Noad v British Motor Boat Club Proprietary ld
Starkie v Starkie
A D Motors ld v Delicata
Jones v Phillips
Stocker v Cheshire Lines Committee
Stephens v Treharne
Leech v Collins
Simpson v Welbourne

Before Mr. Justice FARWELL.

Short Cause.

Woodford v Bassitt

Adjourned Summonses.

Re Ryan Wells v Johnson
Re Parker Wrinch v Macdonald
Re Sleigh Geddes v Bradley
Re Esdaile Watson v Daniel
Re Reynolds Reynolds v Donovan
Re Simmonds Middleton v Rock
Re Clapham Parker v Holmes
Re Myers Taylor v Myers

Re Banham Westminster Bank ld v Attorney-General
Re Slade Slade v Hulme
Re Taylor Pullan v Taylor
Re Pearce's Will Trusts Campbell v Pearce
Re Roberts Price v Fleming
Re Abercrombie's Will Trusts Public Trustee v Abercrombie
Re Gent Gent v Wrighton
Re Smith Bull v Smith
Re Warner Hawkings v Warner
Re Western Mansions ld and re Companies Act 1929
Re Wybrant's Settlement Bath v Hart
Re Holt Estate Holt v Holt
Re Dunn Dunn v Lavender
Re Spalding Webster v Bolingbroke
Re Gellatly's Settlement Trusts Gellatly v Gellatly
Re Stevenson Barker v White
Re Townend Bird v Callow
Herbert Alexander & Co ld v Southern Silica ld
Re Worplesdon Golf Club Cross v Messer
Re King Henderson v Cranmer
Re Miller General Hospital for South East London and Re Charitable Trusts Acts
Re Michael Public Trustee v Lloyd
Re Norfolk & Loverdale's Lease Shields v The Moira Colliery Co
Re Cooke Cooke v Bayliss
Re Hayden Pask v Perry
Re Gaskell Campbell v Gaskell
Re Bailey's Settlement Trusts Cooper v Thomas
Re Cox & Re Trustee Act, 1925
Re Hellewell's Deed of Separation Hellewell v Hellewell
Re Gullan Fountaine v Eager
Re Jenkins Biggs v Jenkins (in Court as Chambers)
Re Morris Crofts v Aldridge
R Waller Public Trustee v Waller
Re Bell's Will Trusts Bell v Agnew
Re De Casteja Settlement Trusts De Casteja v De Casteja
Re Scarisbrick Hall Estate & Re Settled Land Act, 1925
Re Chandos-Pole-Gell's Will Trusts Blathwayt v Chandos-Pole
Re Rowden Rowden v Rowden
Re Leach Grant v Leach
Re Phillips Williams v Alers-Hankey
Thomas v Weetch
Same v Same
Re Cleveland Literary & Philosophical Society's Land Bolckow v Laughton
Re Wingate Wingate v Wingate
Re Steer Paton v Steer
Re Tenen Blumberg v Davis
Re Dyer Penfold v Penfold
Re Plant & J. Pullar & Sons ld Lease & Re Landlord & Tenant Act, 1927
Re Hanson Booth v Hinchcliffe (restored)
Re Birkin's Trusts Maetzker v Nicholls
Re Smith Bowsker v Card
Re Kew Parlby v Parlby
Re Webb Westcott v Webb
Re Scott Jackson v O'Neill
Re Empson Gadsden v Rackham
Re Daglish's Will Trusts Hutchinson v Brown
Re Minshull Vernon Cattle Club Moreton v Newton
Re Oxfordshire Press Pension Fund Hall v Oxfordshire Press ld (restored)
Re Laing Gibbon v Gibbon
Re Liddell Galbraith v Liddell
Re Brett Alderson v Brett
Potter v Reeves
Re Osborne's Will & Codicils Attorney-General v Plested
Re Backhouse Westminster Bank ld v Shaftesbury Society and Ragged School Union
Re Cohen Cohen v Cohen
Re Livesley Livesley v Livesley
Re Dawson Thornton v Dawson
Re Carter's Will & Codicil Trust, Midland Bank Executor & Trustee Co ld v Waugh
Portslade-by-the-Sea Urban District Council v Waugh
N V Hollandsche Glas-En Metaalbank v The Rockware Glass Syndicate ld
Re Pond & Re The Trustee Act 1925
Re Saunders Finn v Saunders
Re Coulsdon Court Estate Re Land Charges Act, 1925 Cearn v Downlands ld
Boyle v Raceford

## KING'S BENCH DIVISION.

CROWN PAPER.—For Argument.

The King v General Commissioners of Income Tax (expte Brooks & Doxey (1920) ld)
Revenue Officer, Worth Valley v Assessment Committee for the Worth Valley Assessment Area and Southgate
Same v Assessment Committee for the Worth Valley Assessment Area and F and J Moore
Same v Assessment Committee for the Worth Valley Assessment Area and G Hillary
W A & F J Horniman & Co ld v Revenue Officer, Shoreditch
Revenue Officer, Woolwich v Royal Arsenal Co-operative Society ld
Revenue Officer, Cardiff v Assessment Committee for the Cardiff Assessment Area
Revenue Officer, Worth Valley v Assessment Committee for Worth Valley Assessment Area & Seed & Moore
Aplin & Barrett and The Western Counties Creameries ld v Assessment Committee for the Wandsworth Union and the Revenue Officer for Battersea Area
Revenue Officer, Hereford v Assessment Committee for the County of Hereford and G Hill & Sons ld
Lipton Limited v Revenue Officer, Shoreditch
Revenue Officer, Plymouth v Assessment Committee for the Plymouth Assessment Area and the Plymouth & Oreston Timber Co ld
Revenue Officer, Hereford v Lewis
Revenue Officer, Surrey (North Western) Assessment Area v Assessment Committee for the Surrey (North Western) Assessment Area and Gridley Miskin & Co ld
Revenue Officer, Leeds v Assessment Committee for Leeds Assessment Area and Tate of Leeds ld
Revenue Officer, Stepney v Assessment Committee for Stepney Assessment Area and Aldgate & City Motors ld
Whiting Bros v Assessment Committee for the Faversham Assessment Area and Revenue Officer, Faversham
Revenue Officer, Stepney v Assessment Committee for Stepney Assessment Area and Ashby & Horner ld
Revenue Officer, East Sussex (North) v Assessment Committee, East Sussex (North) and H E Griffin
Revenue Officer, Birmingham v Assessment Committee for the Birmingham Assessment Area and T Elvins & Sons
The King v Minister of Transport (expte Samuel, Williams & Sons ld)
Revenue Officer, Taunton v Lewis
Revenue Officer, Plymouth v Assessment Committee for the Plymouth Assessment Area and Fox Elliott & Co ld
Same v Assessment Committee for the Plymouth Assessment Area and Cole Bros
Revenue Officer, Leeds v Assessment Committee for the City of Leeds Assessment Area and H & R M Walmsley
North Lonsdale Tar Macadam ld v Ulverstone Area Assessment Committee
In re a Solicitor Appeal by Solicitor from Committee of Law Society
Revenue Officer, Poplar v Assessment Committee for the Metropolitan Borough of Poplar and William Mallinson & Sons ld
Davis & ors v Parker
Everett & anr v Shand & ors
Toogood & Sons ld v The Revenue Officer for the Southampton County Borough Assessment Area
The Western Counties Brick & Tile Co ld v The Exeter Assessment Committee
The King v Keepers of the Peace and Jj in and for the County of Dorset
Baars v Keep
Richards v Price & anr
Uglow v Corner
London County Council v Stilgoe & anr
Revenue Officer, Kingston-upon-Hull v Assessment Committee for Kingston-upon-Hull Assessment Area and Pyman, Bell & Co ld
Same v Same
Bryson v Gass
Revenue Officer, Stepney v Assessment Committee for Stepney Assessment Area and John Walker & Sons ld.
The King v Licensing Jj of the County Borough of Brighton
The King v Licensing Jj for the County Borough of Brighton
Pounder v Harrison
Same v Same
J Lyons & Co ld v Keating
Brooks v Kensington Borough Council
Bartle v Blaylock
Licensed Properties ld v Carnell
Williams v Passey
The Westover Garage ld v Deacon
The King v The Standing Committee of Quarter Sessions for Westmorland (expte South Westmorland Assessment Committee)
Smith v Lyons
Dawson v Mulvaney
The King v The Editor of "The Star" (expte Stewart)
Henry Farr & Son ld v Revenue Officer for Newcastle-under-Lyme Assessment Area
Rycroft & ors v Earby U D C
The King v Pickworth, Esq & ors Jj of Suffolk & anr (expte Ouse Drainage Board)
Barton v Bent

CIVIL PAPER.—For Hearing.

Harry Neal ld v Taylor
Pease & Partners ld v The Birtley Iron Co ld
Revitt v United Steel Co's ld (Rotherham County Court)
Seabridge v Day
Webster & anr v Robson & Perrin & anr
Keates v Lovett (Epsom County Court)
Herridge v James (Brentford County Court)
Great Western Ry Co v Bedwas Navigation Colliery Co ld (Newport County Court)
The Council of the Pharmaceutical Society of Great Britain v Watkinson (Wood Green County Court)
United Counties Trust ld v Payne (Mayor's & City of London Court)
Skinner v Geary (Croydon County Court)
Falkirk Iron Co ld v The Basil St Hotel ld
Morris v John Morgan & Co ld (Wellington County Court)
Lefevre v Hirst (Edmonton County Court)
National Flooring Co ld v Floorcraft ld (West London County Court)
Co-Parts ld v Kirkland (Westminster County Court)
Alfred W Newbery & Co ld v Bonts Brothers
Webster v Barker (Dudley County Court)
Fowkes v The Leicestershire Colliery and Pipe Co ld (Ashby-de-la-Zouch County Court)
Fletcher v Beech (Bolton County Court)
Davis v Chilcott & Anstee ld (West London County Court)
Maltz v Burn & anr (Clerkenwell County Court)
Same v Same (same)
British Oak Insurance Co ld v Sayles & Sayles
Jameson v Kinmell Bay Land Co ld (Rhyl County Court)
Pitcher v Samson (Cardiff County Court)
Johns v Lewis (Cardiff County Court)
Bailey & Incledon ld v The Fire Prevention Office ld
Cotton v Lutton (Shropshire County Court)
Schintzer v J Mendel & Sons (Whitechapel County Court)
Hurst v Rush (Brentford County Court)
Watts v Same (Brentford County Court)
Weston v Same (Brentford County Court)
Franklin v Same (Brentford County Court)
Fuller v Same (Brentford County Court)
Kingshott v Same (Brentford County Court)
King v Same (Brentford County Court)
Langham v Sexton & Ind Coope & Co ld (Colchester County Court)
Maltz v Burn & anr (Clerkenwell County Court)
Same v Same (Same)
Same v Same (Same)
Same v Same (Same)
Robinson v Williams & anr (Cambridge County Court)
Byron v Dale (Brentford County Court)
Dale v Byron (Brentford County Court)
Green v Smith (Westminster County Court)
Rothstein v Yankovitch (Whitechapel County Court)
Poett v Poett (Bow County Court)
Tuke & Bell ld v Arnatt (Runcorn County Court)
Yorkshire Farmers Bacon Factory ld v Johnson (Selby County Court)
Foskett v Young (Waltham Abbey County Court)
Lazenbury v Lazenbury (Wincanton County Court)
Charvonia v Esterman (Shoreditch County Court)
Kelly v Barber & anr (Marylebone County Court)
Stock Page & Stock v J Pusser & Co (Southwark County Court)
Prince v Mayor &c of Ilford (Ilford County Court)
Gt Western Railway Co v The Powel Duffryn Steam Coal Co ld (Cardiff County Court)
Cameron & anr v Wilson (Marylebone County Court)
Harrods ld v Gavin (West London County Court)
Lovegrove v Shannon & Co
Tucker v Star Estate Agency (Portsmouth County Court)
Southend on Sea Estates Co ld v R V Turner (Judgment Debtor) E B Turner clmt)
Mann Crossman & Paulin ld v Eberle & ors (Whitechapel County Court)
Tart v G W Chitty & Co ld (Ashford County Court)
Goldblum & ors v Franklin (Mayor's & City of London Court)
Carsberg & anr v Inwards (Shoreditch County Court)
Same v Same (Same)

Cohen v Wohl & ors (Whitechapel County Court)
Smith v Harmer (Lambeth County Court)
Brewtnall v The Cornhill Insce Co ld (Kingston County Court)
St Pancras House Improvement Soc ld v Wysling (Bloomsbury County Court)
Nelson v Electric Supply Corpn ld (Haywards Heath County Court)
Lipton v Kapinos & anr (Shoreditch County Court)
Robinson, Williams & Barnard v D'Arcy (Westminster County Court)
Service Investment Soc ld v Lang (Westminster County Court)
Batchlor v Alexander Riddle & Co ld (Warwick County Court)
Luscombe v Buslane (Poole & Bournemouth County Court)
Gee v Hazleton & ors (Bromley County Court)
Long v Whittett (Cambridge County Court)
Bellamy v Wilson (West London County Court)
Anhalt Dessauische Landesbank v Borst (B Borst ld Garnishee)
Ling v Rose (Bow County Court)
Johnston v Fur Fabric Co ld (George Johnston ld Garnishees)
T C Bines & Son v Barrett (Rochester County Court)
Anglo-American Oil Co ld v Pickering (Bloomsbury County Court)
Clark v Green (West London County Court)
Kine Advertising Service ld v Halfyard (Westminster County Court)
P & L Harvey v Drew (Lymington County Court)
Mirelson v Mosovitch (Whitechapel County Court)
The Humber Fishing and Fish Manure Co ld v Wilcox (Westminster Bank ld Clmts)
Gowen v Tomlins (Great Yarmouth County Court)
Roraasen & Son v Metsanomistajain Metsakeskus O/Y
Dewhurst v George Hammond & Co (Folkestone County Court)
Payne v Cardiff R D C (Cardiff County Court)
Waterhouse v Smithson & ors (Leeds County Court)
Dawe v Henry & ors (Barnsley County Court)
Barnard v Sully (Lambeth County Court)
Hill & anr v Goldberg (Clerkenwell County Court)
Cohen v Franks (Whitechapel County Court)
Lancashire Dynamo and Motor Co ld v Mayhew, Ramsay & Co ld (Salford County Court)
British Railway Traffic and Electric Co ld v Jones & anr (Brighton County Court)
Bradshaw v Allery & ors (Lambeth County Court)
Birrell & anr v Duckers (Carlisle County Court)
Mercer & ors v Reid & ors
Chapman-Durrant v Wright (Liverpool County Court)
Prentice v Keen & anr (Bromley County Court)
Jones v Jones
Riley v Colquhoun (Liverpool County Court)
Goldblum & ors v Franklin (Mayor's & City of London Court)
Lawrence & Co v Landan Brothers ld (Mayor's & City of London Court)
Vickers v The Lincolnshire Sugar Co ld (Sleaford County Court)
Sarrington & ors v Longmead (Wandsworth County Court)
Rothstein v Yankovitch (Whitechapel County Court)
Busby v Fawsett (Chesham County Court)
Jennings v Laughton & anr (Mayor's & City of London Court)
Pain v Cobb & ors (Poole County Court)
Davidoff v Sattin & anr (Westminster County Court)
Dove ld v Amalgamated Pleaters ld (Westminster County Court)
Cass v London Co-Operative Society ld (Bow County Court)
B B P Omnibus Co ld v London Co-Operative Society ld (Bow County Court)
Tasker v Garrison (Rotherham County Court)
Holland (Portsmouth) ld v Arnett (Portsmouth County Court)
Davidson v Hallam (Nottingham County Court)
Kingham v Simmons (Westminster County Court)
Kell v Robert Rix & Son (Sunderland County Court)
Jays ld v Mendes (Westminster Bank ld garnishees)
James R Ogden & Sons ld v Same (same)
Eshelby v The Federated European Bank ld (Taglioni Third Party)
Fife v Poole (Poole Clmt)

APPEALS AND ISSUES UNDER THE UNEMPLOYMENT INSURANCE ACT, 1920.

In the matter of an application by John Silver (re Webb)

SPECIAL PAPER.

Owners of S.S. "Panagos Lyras" v Joint Danube & Black Sea Shipping Agencies of Briala (Commercial List, fixed April 17)
Medway Oil & Storage Co ld v Russian Oil Products ld
Swiss Locomotive & Machine Works v Metropolitan-Vickers Electrical Co ld
Same v Same (motion)

MOTION FOR JUDGMENT.

Miles v Hunt's Garages ld & anr

REVENUE PAPER.—Cases stated.

T Haythornthwaite & Sons ld and T Kelly (HM Inspector of Taxes)
G W Selby Lowndes and The Commrs of Inland Revenue
F Potter (HM Inspector of Taxes) and R E Eiloart
Hillearns & Fowler and J Murray (HM Inspector of Taxes)
A I Sherwin and P Barnes (HM Inspector of Taxes)
C Bushby & Sons and Commrs of Inland Revenue
E S Davies (HM Inspector of Taxes) and Lilian Braithwaite
Westminster Bank ld and R W Osler (HM Inspector of Taxes)
Rownson Drew & Clydesdale ld and Commrs of Inland Revenue
James C Waddington and R H C O'Callaghan (HM Inspector of Taxes)
Lord Glanely and A F Wightman (HM Inspector of Taxes)
Anderton & Halstead ld and T Berrell (HM Inspector of Taxes)
The London & Northern Estates Co ld and Commrs of Inland Revenue
Murex ld and Commrs of Inland Revenue
Card Clothing & Belting ld and A E West (HM Inspector of Taxes)
National Bank ld and F G Baker (HM Inspector of Taxes)

DEATH DUTIES—SHOWING CAUSE.

In the matter of John William Atkinson, dec
In the matter of George Eli North, dec
In the matter of Annie Sharpe, dec
In the matter of George Bone, dec

## SOLICITORS' CLERK SENTENCED.

Ernest G. Searle, senior conveyancing clerk to Messrs. Romain & Romain, solicitors, 52 Baker Street, W., was sentenced by Mr. Bingley, at Marylebone Police-court, to three months' imprisonment in the second division for stealing sums of 10s. and 5s. belonging to his employers, eight other cases of defalcation being taken into consideration.

**VALUATIONS FOR INSURANCE.** It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is frequently very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac, a speciality. 'Phone: Temple Bar 1181-2.

# Stock Exchange Prices of certain Trustee Securities.

Bank Rate (1st May 1930) 3%. Next London Stock Exchange Settlement Thursday, 23rd April, 1931.

| | Middle Price 15 April 1931. | Flat Interest Yield. | Approximate Yield with redemption |
|---|---|---|---|
| **English Government Securities.** | | £ s. d. | £ s. d. |
| Consols 4% 1957 or after | 91 | 4 7 11 | — |
| Consols 2½% | 57½ | 4 6 11 | — |
| War Loan 5% 1929-47 | 104½ | 4 15 8 | — |
| War Loan 4½% 1925-45 | 102 | 4 8 3 | 4 7 0 |
| Funding 4% Loan 1960-90 | 93 | 4 6 0 | 4 7 6 |
| Victory 4% Loan (Available for Estate Duty at par) Average life 35 years | 96½ | 4 2 11 | 4 4 0 |
| Conversion 5% Loan 1944-64 | 104½ | 4 15 8 | 4 14 6 |
| Conversion 4½% Loan 1940-44 | 101½ | 4 8 8 | 4 6 6 |
| Conversion 3½% Loan 1961 | 80 | 4 7 6 | — |
| Local Loans 3% Stock 1912 or after | 66½ | 4 10 3 | — |
| Bank Stock | 262½ | 4 11 5 | — |
| India 4½% 1950-55 | 82½ | 5 9 1 | 5 17 6 |
| India 3½% | 60½ | 5 15 8 | — |
| India 3% | 51½ | 5 16 6 | — |
| Sudan 4½% 1939-73 | 99 | 4 10 11 | 4 11 0 |
| Sudan 4% 1974 | 89½xd | 4 9 5 | 4 11 0 |
| Transvaal Government 3% 1923-53 (Guaranteed by Brit. Govt. Estimated life 15 yrs.) | 86½xd | 3 9 4 | 3 18 0 |
| **Colonial Securities.** | | | |
| Canada 3% 1938 | 92 | 3 5 3 | 4 8 6 |
| Cape of Good Hope 4% 1916-36 | 95 | 4 4 3 | 5 1 0 |
| Cape of Good Hope 3½% 1929-49 | 84 | 4 3 4 | 4 16 6 |
| Ceylon 5% 1960-70 | 103 | 4 17 1 | 4 16 6 |
| *Commonwealth of Australia 5% 1945-75 | 75 | 6 13 4 | 6 15 0 |
| Gold Coast 4½% 1956 | 99 | 4 10 11 | 4 11 4 |
| Jamaica 4½% 1941-71 | 93 | 4 11 10 | 4 12 3 |
| Natal 4% 1937 | 95 | 4 4 3 | 4 19 0 |
| *New South Wales 4½% 1935-1945 | 61 | 7 7 7 | 9 2 7 |
| *New South Wales 5% 1945-65 | 65 | 7 13 10 | 8 2 6 |
| New Zealand 4½% 1945 | 93½ | 4 16 3 | 5 3 3 |
| New Zealand 5% 1946 | 99½ | 5 0 6 | 5 1 0 |
| Nigeria 5% 1950-60 | 104½ | 4 15 8 | 4 14 2 |
| *Queensland 5% 1940-60 | 70 | 7 2 10 | 7 10 6 |
| South Africa 5% 1945-75 | 103 | 4 17 1 | 4 16 6 |
| *South Australia 5% 1945-75 | 70 | 7 2 10 | 7 14 6 |
| *Tasmania 5% 1945-75 | 73 | 6 17 0 | 7 1 6 |
| *Victoria 5% 1945-75 | 68 | 7 7 1 | 7 18 3 |
| *West Australia 5% 1945-75 | 73 | 6 17 0 | 7 1 6 |
| **Corporation Stocks.** | | | |
| Birmingham 3% on or after 1947 or at option of Corporation | 66 | 4 10 11 | — |
| Birmingham 5% 1946-56 | 104½ | 4 15 8 | 4 14 0 |
| Cardiff 5% 1945-65 | 102 | 4 18 0 | 4 17 6 |
| Croydon 3% 1940-60 | 75 | 4 0 0 | 4 11 0 |
| Hastings 5% 1947-67 | 102 | 4 18 0 | 4 17 6 |
| Hull 3½% 1925-55 | 82 | 4 5 4 | — |
| Liverpool 3½% Redeemable by agreement with holders or by purchase | 76 | 4 12 1 | — |
| London City 2½% Consolidated Stock after 1920 at option of Corporation | 57 | 4 7 9 | — |
| London City 3% Consolidated Stock after 1920 at option of Corporation | 66 | 4 10 11 | — |
| Metropolitan Water Board 3% "A" 1963-2003 | 66 | 4 9 7 | — |
| Do. do. 3% "B" 1934-2003 | 67 | 4 9 7 | — |
| Middlesex C.C. 3½% 1927-47 | 86 | 4 1 5 | 4 14 6 |
| Newcastle 3½% Irredeemable | 76 | 4 12 1 | — |
| Nottingham 3% Irredeemable | 65 | 4 12 4 | — |
| Stockton 5% 1946-66 | 103 | 4 17 1 | 4 16 6 |
| Wolverhampton 5% 1946-56 | 103 | 4 17 1 | 4 14 10 |
| **English Railway Prior Charges.** | | | |
| Gt. Western Rly. 4% Debenture | 83½ | 4 15 10 | — |
| Gt. Western Railway 5% Rent Charge | 100½ | 4 19 6 | — |
| Gt. Western Rly. 5% Preference | 90½ | 5 10 6 | — |
| L. & N.E. Rly. 4% Debenture | 75 | 5 6 8 | — |
| L. & N.E. Rly. 4% 1st Guaranteed | 69½ | 5 15 2 | — |
| L. & N.E. Rly. 4% 1st Preference | 50½ | 7 18 5 | — |
| L. Mid. & Scot. Rly. 4% Debenture | 77 | 5 3 11 | — |
| L. Mid. & Scot. Rly. 4% Guaranteed | 70 | 5 14 4 | — |
| L. Mid. & Scot. Rly. 4% Preference | 49½ | 8 1 8 | — |
| Southern Railway 4% Debenture | 80 | 5 0 0 | — |
| Southern Railway 5% Guaranteed | 98½ | 5 1 6 | — |
| Southern Railway 5% Preference | 85½ | 5 17 0 | — |

*The prices of Australian stocks are nominal—dealings being now usually a matter of negotiation.

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WILL the Solicitor who had an interview with a Miss GEHRINGER, at 31, Great Pearl-street, E.1, about a document left by her father, Frederick Adam Gehringer, to his nephew Frederick Nafzger, please COMMUNICATE with Mrs. Nafzger at the above address. The interview took place about 20 years ago.

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Printed by The Solicitors' Law Stationery Society, Ltd., at "Oyez" House, Fetter Lane, London, E.C.4, and Published at 29, Breams Buildings, E.C.4 ('Phone: Holborn 1853). Agents—The United States and Canada: The Carswell Co., Ltd., 145-149, Adelaide Street West, Toronto 2, Canada; India: Higginbothams, Publishers, Mount Road, Madras; Australia and New Zealand: "The Times," 255a, George Street, Sydney, N.S.W. Saturday, April 18th, 1931.